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CODE OF ETHICS
COMMISSION SCHEDULE
AGENTS' LICENSING ACT

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Calgary
Real Estate
Board
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EXECUTIVE SECRETARY:



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CALGARY - ALBERTA

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PART I

MEMORANDUM OF ASSOCIATION

1. To unite the Realtors of Calgary for better public service.
2. To enable its members to transact their business connected with the buying, selling, renting, caring for, and financing of real estate and other activities pertaining to the real estate business to better advantage than heretofore, by the adoption of such By-laws as they may deem proper.
3. To promote the highest public relations by maintaining high standards of conduct in the transaction of the real estate business to be expressed in a Code of Ethics and to enforce that Code among its members in their dealings with one another and with the public.
4. To advance the civic development and economic growth of this community.
5. To promote better acquaintance, understanding and co-operation among those engaged in the real estate business.
6. To facilitate the marketing of real estate and generally to provide a better real estate service for the economical benefit of the seller and the buyer.
7. To advance the co-operative system of business having service for its motive.
8. There shall be no share capital. The capital shall consist of the present capital assets, and in case of future Active Members there shall be payable a membership fee of Five Hundred Dollars (\$500.00) each or as shall be provided from time to time by these By-laws; for Active Branch Members a membership fee of One Thousand Dollars (\$1,000.00) each if an Associate Designated Member is not appointed, or Five Hundred Dollars (\$500.00) if an Associate Designated Member is appointed, as provided by Section 6, Sub-section (2) or as shall be provided from time to time by these By-laws; and for Associate and other Members such an amount as may be provided from time to time by these By-laws.

PART II

BY-LAWS

1. CORPORATE NAME

The corporate name of the Association is **CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED.**

2. INTERPRETATION

In these By-laws

- (a) "Association" means the Calgary Real Estate Board Co-operative Limited.
- (b) "By-laws" means the Supplemental By-laws of the Calgary Real Estate Board Co-operative Limited, and without restricting the generality thereof shall be deemed to include the forms set out in the schedules to these By-laws, the Code of Ethics, the Commission Schedule, the Rules and Regulations of the M.L.S. Listing Division

and the Standards of Business Practice together with the standard By-laws where applicable as prescribed by the Supervisor from time to time pursuant to the provisions of the Co-operative Associations Act.

- (c) "Directors" means the Board of Directors of the Calgary Real Estate Board Co-operative Limited.
- (d) "City of Calgary" includes the area within ten (10) miles distance in any direction from the corporate limits of the City of Calgary.
- (e) "Supervisor" means the Supervisor of Co-operative Activities, appointed pursuant to Part III of the Co-operative Associations Act.
- (f) "Member in good standing" means a member who has paid all current dues, fines and other charges, if any.
- (g) "Real Estate Agents Licensing Act" means "The Real Estate Agents Licensing Act, Chap 279 R.S.A. 1955" and amendments thereto.
- (h) "M.L.S. means multiple listing service".

3. MEMBERSHIP

- (a) Membership in the Association shall be individual, and is non-transferable, except as herein otherwise provided for trust companies duly registered under the Trust Companies Act.
- (b) An applicant for membership in the Association shall only be deemed to have been accepted as a member in good standing upon his application being approved by a two-thirds majority of the Directors and upon payment of the prescribed entrance fee and no privileges of membership shall be granted to or conferred upon an applicant until such approval.
- (c) Notwithstanding anything herein otherwise contained; in the event of the death of an Agent Member, the Directors may by a majority vote relax all or any part of the provisions of these By-laws relating to membership in the Association for a period not to exceed six (6) months.

4. There shall be eight classes of membership in the Association, namely:

- (a) Active Member.
- (b) Active Branch Member.
- (c) Associate Agent Member.
- (d) Associate Salesman Member.
- (e) Honorary Member.
- (f) Financial Member.
- (g) Affiliate Member.
- (h) Associate Designated Member.

5. ACTIVE MEMBER

- (1) Any person who
 - (a) is a licensed real estate agent under the provisions of the Real Estate Agents Licensing Act, or is the designated representative of a corporation so licensed, and,
 - (b) has been an Associate Agent Member in good standing of the Association for a period of one year immediately preceding the date of his application, and,
 - (c) is now a resident of the City of Calgary and was a resident of the City of Calgary for a period of one year immediately preceding the date of his application, and,

- (d) maintains an office satisfactory to the membership qualification committee of the Association, and,
 - (e) has produced to the Association a Certificate of Solvency in the form set out in Schedule VI to these By-laws duly signed by a Chartered Accountant or Certified Public Accountant, and,
 - (f) has, to the satisfaction of the Directors, passed a written examination approved by the Association, and,
 - (g) has appeared before the Directors for an interview, and,
 - (h) has been duly sponsored by two Active Members in good standing, is eligible for membership in the Association as an Active Member.
- (2) An Associate Salesman Member of the Association who
- (a) has been an Associate Salesman Member in good standing of the Association for a period of twenty-four (24) months immediately preceding the date of his application, and,
 - (b) has for a period of at least twenty-four (24) months immediately preceding the date of his application held at least a twenty-five (25%) per cent interest as a partner or shareholder in a partnership, firm or corporation carrying on a real estate business, and,
 - (c) has become a duly licensed real estate agent in the City of Calgary, and,
 - (d) has otherwise complied with the provisions of Section 5, Sub-sections (1) [(c), (d), (e), (f), (g) and (h)] of these By-laws,
- or
- (e) has been an Associate Salesman Member in good standing of the Association for a period of three (3) years immediately preceding the date of his application, and,
 - (f) has become a duly licensed real estate agent in the City of Calgary and otherwise complied with the provisions of Section 5, Sub-sections (1) [(c), (d), (e), (f), (g), and (h)] of these By-laws.
- is eligible for membership in the Association as an Active Member.

6. ACTIVE BRANCH MEMBER

- (1) Any person who
- (a) is a resident in the Province of Alberta, but not resident in the City of Calgary, and,
 - (b) has been licensed as a real estate agent under the provisions of the Real Estate Agents' Licensing Act for a period of twenty-four (24) months immediately preceding the date of his application, and,
 - (c) has been a member in good standing of the Alberta Real Estate Association and the Canadian Association of Real Estate Boards for a period of twenty-four (24) months immediately preceding the date of his application, and,
 - (d) has maintained an office in the City of Calgary, satisfactory to the membership qualification committee of the Association for a period of six (6) months immediately preceding the date of his application, and,
 - (e) has been an Associate Agent Member in good standing of the Association during the aforesaid six (6) month period.
- is eligible for membership in the Association as an Active Branch Member.

- (2) In the event an Active Branch Member appoints a duly qualified Associate Designated Member to represent him, the entrance fee payable by the Active Branch Member shall be the sum of Five Hundred Dollars (\$500.00), provided however, that in the event the Active Branch Member shall subsequently revoke or rescind such appointment without naming another Associate Designated Member, an additional Five Hundred Dollars (\$500.00) fee shall be payable by the Active Branch Member.

7. ASSOCIATE AGENT MEMBER

Any person who

- (a) has become a duly licensed real estate agent in the City of Calgary and otherwise complied with the provisions of Section 5, Sub-sections (1) [(d), (e), (f), (g), and (h)] of these By-laws, and,
- (b) does not seek admission into the Association as an Active Member, is eligible for membership in the Association as an Associate Agent Member.

8. ASSOCIATE SALESMAN MEMBER

(1) Any person who

- (a) is licensed as a real estate salesman under the provisions of the Real Estate Agents' Licensing Act, and,
- (b) is a real estate salesman fully employed by any member in good standing of the Association, and,
- (c) has taken the Association Primary Course and passed the approved examination, and,
- (d) has been duly sponsored by his agent member,
- is eligible for membership in the Association as an Associate Salesman Member.

- (2) A salesman having twice failed the Association examination may not apply to re-write the examination until after a period of one (1) year from the date of his last examination.

9. HONORARY MEMBER

- (a) The Directors may elect as an Honorary Member any person previously engaged in the real estate business or who has rendered outstanding service in any way to the real estate business or to the Association or to the public, Election of an Honorary Member shall be by the unanimous vote of those present at a meeting of the Directors regularly called, provided however, that at least five (5) days' notice of the name of the person nominated for election as an Honorary Member shall be given to each Director.
- (b) An Honorary Member is not entitled to hold office in the Association or to vote at meetings thereof unless he maintains a class of membership in the Association which would otherwise entitle him to such rights and privileges, but he shall have all other rights and privileges of membership.
- (c) An Honorary Member shall not be required to pay membership dues except such dues as by these By-laws are payable if the Honorary Member maintains some other class of membership in the Association.

- (d) Honorary membership may at the discretion of the Directors be granted for life, or for such length of time as the Directors may decide.

10. FINANCIAL MEMBER

Trust companies duly registered under the provisions of the Trust Companies Act and carrying on a real estate brokerage business in the City of Calgary may apply for Active membership or Active Branch membership in the Association. Membership shall be vested in the name of the agent representing the trust company if the agent is resident in the City of Calgary, and in the event the agent does not reside in the City of Calgary the membership shall be vested in the name of the Associate Designated Member who resides in the City of Calgary, and the Associate Designated Member shall pay the dues payable by an Active Member.

11. AFFILIATE MEMBER

- (1) Any person who
 - (a) is an employee of a corporation or an individual affiliated by vocation with such real estate activities which may from time to time be approved by the Directors or which may from time to time be provided for in these By-laws, or,
 - (b) has an interest in real estate activities or in the development of the City of Calgary, and is not actually engaged in the business of real estate,is eligible for membership in the Association as an Affiliate Member.
- (2) An Affiliate Member is not entitled to hold office in the Association or to vote at meetings thereof but shall otherwise have all the rights and privileges of membership.

12. ASSOCIATE DESIGNATED MEMBER

- (a) An Active Member or an Active Branch Member may in his discretion appoint an Associate Salesman Member from his firm, partnership or corporation to act in his stead, provided however, that the Associate Salesman Member has either been an Associate Salesman Member in good standing of the Association for a period of two (2) years immediately preceding the date of such appointment, or has been an Active Member in good standing of the Association immediately preceding the date of such appointment.
- (b) The Associate Salesman Member so appointed shall be known as an "Associate Designated Member" and as such may exercise all the rights and privileges of the Active Member or Active Branch Member whom he represents.
- (c) Upon the nomination of the Associate Designated Member to represent him, the Active Member or Active Branch Member assumes the status and obligations of an Associate Salesman Member in all respects, with the exception of the payment of annual dues, and the Active Member or Active Branch Member is prohibited from voting in any election of Directors in which the Salesman's Representative has been nominated as a candidate for the Board of Directors.
- (d) The Active Member or Active Branch Member of the firm, partnership or corporation nominating the Associate Designate Member

shall be the member of the Association holding the agent's license, or where applicable shall be the trust company applicant.

- (e) The Directors shall approve the appointment of an Associate Designated Member before the appointment becomes valid.
- (f) An Associate Designated Member approved by the Board of Directors shall be deemed to have been vested with and may exercise the rights and privileges of an Active Member or Active Branch Member as defined in Sub-paragraphs (b) and (c) of this Section, until such time as the Active Member or Active Branch Member has given notice in writing to the Board of Directors revoking or rescinding the appointment.
- (g) Notwithstanding the naming of an Associate Designated Member by any firm, partnership or corporation, such firm, partnership or corporation shall, with the exception of a Financial Member, maintain within its organization an Active Member, or Active Branch Member at all times duly qualified and licensed as provided by these By-laws and the Real Estate Agents Licensing Act.

13. APPLICATION FOR MEMBERSHIP

An application for membership in the Association shall:

- (a) be made in writing to the Executive Secretary,
- (b) be made in a form approved by the Directors, giving in full all details, information and particulars requested therein, and in the case of an Active Member, Active Branch Member, Associate Agent Member and Financial Member, shall be accompanied by a certificate of solvency in a form approved by the Directors and duly signed by a Chartered Accountant or Certified Public Accountant together with the prescribed fees.

FEES AND DUES

14. ENTRANCE FEES

- (1) (a) The entrance fee for active Members shall be Five Hundred (\$500.00) Dollars.
- (b) The entrance fee for Active Branch Members shall be One Thousand (\$1,000.00) Dollars except as otherwise provided in Section 6, Subsection (2) of these By-laws, or such other fee as may be determined from time to time by the Directors and approved at a general meeting by a majority of not less than two-thirds ($\frac{2}{3}$) of the members, in good standing as are present, and entitled to vote.
- (c) The entrance fee for Associate Salesman Members shall be One (\$1.00) Dollar.
- (d) The entrance fee for Financial Members, Associate Agent Members and Affiliate Members shall be Ten (\$10.00) Dollars or such other fee as may be determined from time to time by the Directors and approved at a general meeting by a majority of not less than two-thirds ($\frac{2}{3}$) of the members in good standing as are present and entitled to vote.
- (e) Financial members applying for Active Membership shall pay the Active Membership entrance fee provided in Subsection (a) of this section.

- (f) All entrance fees shall be payable at the time of submission of the application for membership, and will not be refunded after the application has been approved.
- (g) Payment of the prescribed entrance fee shall be deemed to convey to the member the rights and privileges of membership only as defined in these By-laws, and does not in any circumstances vest in the member any proprietary interest whatsoever in the Association or its property.

ANNUAL DUES

- (2) Annual Dues for the various classes of membership shall be:

Active Members	\$20.00
Active Branch Members	\$20.00
Associate Agent Members	\$20.00
Associate Salesman Members	\$15.00
Honorary Members	As provided in Section 9, Subsection (b) of these By-laws.
Financial Members	\$20.00
Affiliate Members	\$15.00
Associate Designated Members	\$15.00

15. DUTIES AND OBLIGATIONS OF MEMBERS

- (1) The firm, partnership, or corporation with which any Active Member, Active Branch Member or Associate Agent Member is associated, shall be deemed to be subject to all the rules and regulations of the Association, and any violation of the rules and regulations of the Association on the part of such firm, partnership, or corporation, or by any of its members, or employees in the course of the business of such firm, partnership, or corporation, shall be deemed a violation by the Active Member, Active Branch Member or Associate Agent Member representing such firm, partnership or corporation, and such Active Member, Active Branch Member or Associate Agent Member shall be held responsible for any such violations.
- (2) Effective the 1st day of January, A.D. 1960, the Active Member, Active Branch Member, Associate Agent Member or Financial Member who employs any person eligible for membership as an Associate Salesman Member shall be responsible for
 - (a) presenting to the Association within six (6) months from the date of issue of the salesman's real estate license an application for membership as an Associate Salesman Member for each eligible salesman employed by him.
 - (b) collecting and remitting to the Association the prescribed entrance fees and dues payable to the Association by each such applicant for Associate Salesman membership.
 - (c) terminating the employment of any salesman eligible for membership in the Association as an Associate Salesman Member who declines to apply for such membership or whose application for membership is rejected or who is suspended or expelled from membership by the Association, or who twice fails the primary course examination.

- (3) The Board of Directors in their absolute discretion may, after providing the opportunity of a hearing for all interested parties instruct an Agent Member to discharge a Salesman who fails to observe these By-laws or who may be found guilty of unethical or dishonest practice or conduct not in keeping with the standards of the Association and contrary to these By-laws or the intent of the Code of Ethics annexed hereto.

16. MULTIPLE OFFICES

- (a) An Agent Member may operate one or more Branch offices under the same firm name and class of membership.
- (b) In the event an Agent Member operates one or more real estate agencies under separate and distinct firm names a Separate Agent Member shall manage or operate each such different office.

17. SUSPENSION AND EXPULSION OF MEMBERS

- (a) The Directors may at their discretion suspend or expel a member who has failed to pay, after ten (10) days' notice, any dues or other moneys payable to the Association.
- (b) The Directors may at their discretion, after providing the member the opportunity of a hearing, fine, suspend or expel any member who fails to observe these By-laws or who may be found guilty of unethical or dishonest practice or conduct not in keeping with the standards of the Association and contrary to these By-laws or the intent of the Code of Ethics annexed hereto.
- (c) The Executive Secretary shall give at least five (5) days' notice by registered letter directed to the member's address last registered in the office of the Association to the member of the time, place and date of the hearing. The decision of the Directors shall be communicated to such member by registered letter directed to the member's address aforesaid, and in the case of expulsion, the member shall lose all the rights and privileges of membership in the Association.
- (d) In applying for and accepting membership in the Association, the member releases the directors, officers, members, servants and agents of the Association, from all claims, suits, actions, causes of action and demands of whatever nature and kind either directly or indirectly which may arise as a result of his application for membership in the Association or from any arbitration or disciplinary proceedings which may be taken, or purported to be taken by the Association pursuant to these By-laws or in connection with any other act done by or on behalf of or relating to the business of the Association.
- (e) The Directors may at any time require any member to produce a Certificate of Solvency in the form set out in Schedule V to these By-laws duly signed by a Chartered Accountant or a Certified Public Accountant.
- (f) The Directors at their absolute discretion may at any time for just cause require an agent or Salesman Member to write the appropriate Association examinations, and if the agent or salesman shall fail to obtain a passing mark, such agent or salesman may be expelled from the Association pursuant to the provisions of these By-laws.

18. RE-INSTATEMENT OF OR APPLICATION FOR MEMBERSHIP BY EX-MEMBERS

- (a) An ex-member of the Association who has forfeited his membership or who has been expelled pursuant to the provisions of these By-laws may at any time within twelve (12) months after the date of such forfeiture or expulsion, upon written application presented to the Directors apply for re-instatement as a member of the Association.
- (b) No ex-member may apply for re-instatement after a period of twelve (12) months from the date of such forfeiture or expulsion.
- (c) The Directors by a majority vote at any regular meeting thereof may re-instate such ex-member.
- (d) An ex-member who may not otherwise be eligible for re-instatement as a member of the Association may at any time apply for membership in the Association in the same manner as an applicant for original membership.

19. MEETINGS

- (a) The annual general meeting of the Association shall be held during the month of January or February at such day, hour and place as shall be determined by the Directors. The Directors shall determine the date for the annual general meeting at least eight (8) full weeks before the meeting, and shall at the same time appoint the nomination committee as provided in Section 22, Sub-section (g) of these By-laws.
- (b) A special general meeting of the Association may be summoned by the Directors at such time and held in such place as the Directors shall determine. The Directors shall summon special general meetings of the Association whenever requested in writing to do so by ten or more Active Members in good standing. A written request shall state clearly the nature of the business to be transacted at such meeting. If, after receiving a written request, the Directors do not within Fourteen (14) days thereafter summon a special general meeting of the Association, the members making the written request or any other ten (10) Active Members in good standing may themselves summon the said meeting.
- (c) At least five (5) days notice, of every general or special meeting, specifying the day, hour and place of the meeting and in the case of a special business, the nature of the business to be transacted thereat shall be given to each member of the Association by mailing the notice to each member, at his address last registered in the office of the Association.
- (d) Ten (10) Active Members of the Association in good standing and personally present shall constitute a quorum at any general or special meeting.
- (e) If a quorum is not present one (1) hour after the time appointed for holding any meeting of the Association, the meeting, if convened upon the request of Active Members, shall be dissolved, and in any other case, it shall stand adjourned to the same day in the next week at the same hour and place, and if at such adjourned meeting a quorum is not present the meeting shall be adjourned sine die.

- (f) Members in good standing shall have one (1) vote at all meetings of the Association and, subject to the restrictions of Section 21, a majority vote of such members present shall decide all questions.
- (g) Proxy votes are forbidden.

20. ORDER OF BUSINESS

- (a) The order of business for general meetings of the Association may be as follows:
 - 1. The meeting shall be called to order by the Chairman or Acting Chairman.
 - 2. The minutes of the preceding meeting shall be read and accepted or rejected.
 - 3. Business arising out of the minutes shall be considered.
 - 4. Reports of Officers and Directors shall be presented.
 - 5. Reports of standing committees shall be presented.
 - 6. Reports of special committees shall be presented.
 - 7. Reports of the auditor shall be presented.
 - 8. Unfinished business from previous meetings shall be dealt with.
 - 9. An auditor shall be appointed.
 - 10. New business shall be considered.
 - 11. The meeting shall be adjourned.
- (b) Roberts' Rules of Order, last edition, shall be recognized as the authority governing the meetings of the Association, the Directors, and the committees when not in conflict with the Memorandum of Association or these By-laws.

21. VOTING

Notwithstanding anything in these By-laws otherwise contained, Associate Agent Members and Associate Salesmen Members shall have the right to vote on any matter relating to the Association except for:

- (a) The election of Active Members, Active Branch Members and Associate Designated Members to the Board of Directors.
- (b) Amendments to the Memorandum of Association or By-laws, and the adoption of a new Memorandum of Association or By-laws.
- (c) Any matter relating to Association finances.

The foregoing restrictions on the right to vote shall not apply to duly elected Directors.

22. ELECTION OF DIRECTORS

- (1) In this section and section 23 a licensed Associate Salesman Member means — an Associate Salesman Member licensed as a Salesman to an Active Member or an Active Branch Member.
- (2)
 - (a) Directors shall hold office for a term of one (1) year provided however if a vacancy occurs on the Board of Directors other than the office of the Director held by the Associate Salesman Member an appointment of a new Director shall be made by the Directors to complete the unexpired term of office of the former Director.
 - (b) Directors shall continue to hold office until such time as a new Board of Directors has been elected.
 - (c) There shall be elected annually Eight (8) Directors, of whom one shall be a licensed Associate Salesman Member.

- (d) Retiring Directors shall be eligible for re-election to the Board of Directors.
- (e) At no time shall more than One (1) member of any one real estate firm, partnership or business serve on the Board of Directors.
- (f) An Active Member, Active Branch Member or Associate Designated Member, in good standing, shall be eligible for election as a Director of the Association.
- (g) Nominations for Directors shall be made by a Nominating Committee of at least Three (3) members which shall include the President and at least Two (2) past Presidents who shall be appointed by the President, and, in the event any appointee is unable to act, the Directors shall appoint an additional Active Member or Members to complete the Committee. The President or the Directors in the event of his failure to do so, shall designate the Chairman of the Committee. The Nominating Committee shall be appointed at least Eight (8) weeks before nominations close.
- (h) The rules, regulations and procedures applicable to the nomination and election of Active Members, Active Branch Members and/or Associate Designated Members shall apply to the nomination and election of licensed Associate Salesman Members, except that the Nominating Committee when selecting the Associate Salesman Member or Members shall include at least two Associate Salesman Members in good standing.
- (i) The Nominating Committee shall propose a slate of candidates which shall include at least one (1) licensed Associate Salesman Member.
- (j) An Associate Salesman Member is not eligible for nomination either by the nominating committee or by a licensed Associate Salesman Member unless he has been a member in good standing of the Association for a period of Twelve (12) months immediately preceding the date of his nomination. If the nomination is made other than by the nominating committee, the proposer and seconder shall have been members in good standing of the Association for a period of Twelve (12) months immediately preceding the date of his nomination.
- (k) No Associate Salesman Member shall be a Director for any term during which an Active Member, Active Branch Member or Associate Designated Member of his firm is a Director.
- (l) The Nominating Committee shall, not later than Six (6) weeks before the date of the general meeting, submit to the Executive Secretary a list of not less than seven (7) eligible Active Members, Active Branch Members and/or Associate Designated Members and the name of at least one (1) licensed Associate Salesman Member as provided for in sub-section (i) of this Section, together with the signed consent in writing of each person so named.
- (m) The Executive Secretary shall, not later than five (5) weeks before the date of the general meeting, mail to each member in good standing a printed list of the candidates proposed by the Nominating Committee, a notice of the date voting shall close, copies of the rules and regulations governing further nominations and any other information or procedures pertaining to the election.
- (n) Nominations shall close three (3) weeks before the date of the annual general meeting.

- (o) Further nominations may be made by a member in good standing by mailing the nominations together with the signed consent in writing of the member so nominated to the Executive Secretary before the closing of nominations.
- (p) The Directors shall designate the date for the closing of the vote.
- (q) If further nominations are received then within one (1) week after the date of the closing of nominations, the Executive Secretary shall send a ballot to each member entitled to receive one. The ballot shall list the full name of the nominee without any other distinguishing marks. The order in which the names are listed on the ballot shall be determined by chance by the auditor. The ballot shall be accompanied by copies of all voting rules, regulations and instructions and by a stamped, plain envelope addressed to the Executive Secretary. The outside of each envelope shall provide a space in which the voting members name shall be printed together with a space for his signature. The member after indicating his choices shall seal the ballot in the envelope provided, sign his name upon the envelope in the space so provided, and mail the envelope to the Executive Secretary. All envelopes bearing a postmark before Eleven Fifty-Nine (11:59) P.M. on the date designated for the closing of the vote shall be valid. All envelopes without the signature of the member in the prescribed place shall be invalid. Upon receipt of each envelope, the Executive Secretary shall make a record of the name of the member voting but shall not open the envelope. The envelopes shall be opened by the Executive Secretary in the presence of the auditor and such candidates or duly appointed representatives of such candidates as desire to be present. The ballots shall be mixed in such a way that it will not be possible to ascertain which ballot came from which envelope. The ballot shall be deemed to be valid if the voter has clearly indicated his choice for not more than seven (7) of the names printed thereon. The members so nominated up to the number of seven (7) who received respectively the highest number of votes cast, shall be declared by the auditor to be elected as Director. The election of the Associate Salesman Member as a Director shall follow The Associate Salesman Member receiving the highest number of votes of those nominated shall be declared elected, provided he is not disqualified under the provisions of Section 20, Sub-section (k). In the event the leading candidate is so disqualified, the Associate Salesman Member receiving the next highest number of votes shall be declared elected.

If an equal number of votes are cast for two or more candidates and as a result the election of one or more candidates is left undecided, the Auditor shall forthwith put into a ballot box a separate paper for each of the candidates who received an equal number of votes with the name of the candidate written thereon, folding each paper so that the candidate's name is inside and is not distinguishable without the paper being opened. The papers shall be mixed together in the box and the Auditor shall draw a paper by chance from the box and in the presence of those present, and the candidate whose name is upon the paper so drawn shall be declared by the Auditor to be elected a Director. If more Directors are required, the Auditor shall draw additional papers from the ballot box until the required number of Directors have been elected.

- (r) The executive Secretary shall immediately after the election notify the newly elected Directors of their election and shall cause their name to be announced at the Annual General Meeting.

23. BOARD OF DIRECTORS

- (a) The Directors who shall direct and supervise the affairs of the Board shall consist of the President, two Vice Presidents, the immediate Past President and five other Directors or such other number as shall from time to time be prescribed, by these By-laws.
- (b) The Directors shall direct and supervise the business of The Association, and may exercise all the powers of the Association as are not required to be exercised by the Association in general meeting.
- (c) The Directors may appoint an Executive Committee from among their number, and shall define the duties of the members thereof.
- (d) The Directors may by resolution, appoint such managers or other officers as they deem necessary for the conduct of the affairs and business of the Association defining their duties and fixing their remuneration.
- (e) The Directors shall hold regular meetings at such times and places as they may from time to time determine.
- (f) The President shall upon the written request of a majority of the Directors call a special meeting of the Directors and the Secretary shall mail to each Director at least five (5) days prior to such meeting a notice of the time, place and the purpose of the meeting, provided however, if all the Directors are present at a meeting it shall be deemed to have been regularly called whether or not the prescribed notice of the meeting has been given.
- (g) The President may vote upon any question, but having done so shall not have a casting vote in the event of a tie. In the event of there being no majority in favour of a motion, the motion shall be declared lost.
- (h) Any Director who fails to attend three (3) consecutive meetings of the Directors without reasonable cause shall automatically forfeit his office, and another member shall be appointed by the Directors to take his place, except if the Directors office of the licensed Associate Salesman member is forfeited, the licensed Associate Salesman Member shall be replaced by means of an election conducted in accordance with the procedure provided in these By-laws.
- (i) If any Director has to the satisfaction of the Directors been proven guilty of conduct unbecoming a member of the Association, the Directors may by a unanimous vote declare his office vacant and shall appoint another member of the Association to take his place, except if the Directors office of the licensed Associate Salesman Member is declared vacant, the licensed Associate Salesman shall be replaced by means of an election conducted in accordance with the procedure provided in these By-laws.
- (j) Prior to the annual general meeting, the Directors shall approve a report covering the activities of the Association for the preceding twelve (12) months, and such report shall be presented by the President to the members at the annual meeting.
- (k) Five (5) Directors at any regular or special meeting of the Directors shall constitute a quorum for the transaction of business, but any

lesser number present may adjourn from time to time until a quorum is obtained.

- (l) The Directors may at their discretion, create divisions of the Association for the different branches of the real estate business in order to give members who specialize in such branches an opportunity for conference and co-operation.
- (m) In the event the Director who is the licensed Associate Salesman Member ceases to be employed as a Salesman by an Active Member or Active Branch Member, he shall be replaced by means of an election conducted in accordance with the procedure provided in these By-laws.

24. ELECTION OF OFFICERS

- (1) Within Ten (10) days after the election of Directors the Board of Directors shall meet and shall elect the officers of the Association for the ensuing year, namely:
 - (a) President
 - (b) First Vice-President
 - (c) Second Vice-President
 - (d) Secretary-Treasurer.
- (2) All officers of the Association with the exception of the Secretary-Treasurer shall be members of the Board of Directors.

25. DUTIES OF OFFICE

- (1) The duties of the Officers shall be such as their titles by general usage would indicate and such as shall be assigned to them respectively from time to time by the Directors and such as shall be required by law, and, without restricting the generality thereof shall include the following:
- (2) **President**
 - (a) It shall be the duty of the President of the Association to preside at all meetings of the Association and of the Directors. The President shall be ex officio a member of all appointed committees and shall submit to the Annual Meeting of the Association the Report of the Directors' dealing with the affairs of the Association. The President shall, together with the Secretary or Executive Secretary, sign, execute and deliver all deeds or conveyances of real estate which the Directors may order executed, and shall also sign all certificates of membership in the Association if issued by the Directors.
 - (b) In the absence of the President, or because of his inability to act for any cause, the first Vice-President or in lieu thereof, the second Vice-President, shall discharge all the duties of the President, and if neither officer is available, the Directors shall nominate one of their number to discharge the duties of the President.
- (3) **Secretary**
 - (a) It shall be the duty of the Secretary to attend all meetings of the Association and of the Directors, and to keep the records and correct minutes of all such meetings. The Secretary shall have charge of the correspondence, records, and books of the Association.
 - (b) The Secretary shall notify applicants of their election or rejection. The Secretary shall issue necessary notices to all members and

shall have custody of the seal of the Association and shall conduct all correspondence. The Secretary shall keep a roll of all the members and shall countersign all membership cards if issued and shall have charge of all the records and papers of the Association except these pertaining to the duty of the Treasurer. The Secretary shall transact such other business and perform such other duties as may be directed by the Directors.

(4) Treasurer

The Treasurer shall keep books of account of the business of the Association in such manner as may be directed by the Directors. The Treasurer shall have charge of the collection, custody and control of the funds of the Association, subject to the supervision and approval of the Finance Committee. The Treasurer's accounts shall be audited at regular intervals by an Auditor appointed at the Annual General Meeting. The Treasurer shall submit a written report to the Directors when required to do so. All cheques and vouchers must be signed by the Treasurer or a Director and countersigned by the President or a Vice-President.

(5) Other Officers

(a) Executive Secretary

- (i) The Directors may employ an Executive Secretary and may delegate to him all or part of the duties of the Secretary and of the Treasurer, and may otherwise prescribe his duties. The Directors may also employ such other persons as may be necessary to conduct the activities of the Association.
- (ii) The offices of Secretary and Treasurer may be held by one person to be known as the Executive Secretary. The duties of the Executive Secretary may be modified or altered at the discretion of the Directors.

(b) Legal Counsel

The Board of Directors may retain legal counsel and establish the terms of his compensation.

26. BONDS

Every person appointed to an office touching the receipt, management, or expenditure of money, shall, before entering upon the duties of his office, give and maintain such security as is deemed sufficient by the Directors and the security so given may be varied in amount at the discretion of the Directors.

27. COMMITTEES

- (a) The President, shall, subject to confirmation by the Directors, appoint all committees. The President shall be notified of all committee meetings and shall have the right to attend their sessions and to take part in all discussions and proceedings.
- (b) Committees shall consist of such number of members as the Directors may determine. Committeemen shall be appointed for a term of one (1) year or until their successors have been duly appointed and confirmed and shall have such duties and functions as may be assigned to them by the Directors, except as herein otherwise provided.
- (c) All committees shall report quarterly to the Directors and annually in writing to the Association.

- (d) Any Committeeman, who fails to attend three (3) consecutive meetings of a committee without reasonable cause, shall automatically forfeit his appointment unless he is, upon his written request, restored to the committee by the decision of the Directors.
- (e) The decision of the committee shall be of no force or effect unless approved by the Directors.
- (f) A simple majority of the members shall constitute a quorum at a committee meeting except if a committee consists of more than nine (9) members, in which case five (5) members shall constitute a quorum.

28. ARBITRATION COMMITTEE

- (1) The Board of Directors shall appoint an Arbitration Committee whose function shall be the adjudication of complaints arising from differences between members and commission disputes which are referred to it by the Directors in accordance with the procedure hereinafter provided by this section.
- (2) A Salesman member of the Association shall have the right to request arbitration in a dispute with his agent.
- (3) (a) The Arbitration Committee shall consist of at least three (3) members. The Directors shall appoint the Chairman of the Committee and the Chairman shall appoint the members of the Committee.
- (b) Neither the Chairman or any member of the Arbitration Committee shall serve as an arbitrator in any dispute if he or his company or firm has a personal or a financial interest in the dispute, or if he is the employer, the employee, or a business associate of any party to the dispute. If for any reason, the Chairman of the Arbitration Committee is disqualified from acting, the Directors shall appoint another Chairman whose appointment shall be restricted only to that specific hearing.
- (c) Any objection to the Chairman of the Arbitration Committee by the parties appearing at the arbitration hearing shall be made to the Executive Secretary at least forty-eight (48) hours before the time set for the hearing. At the time the hearing is formally called to order, the parties thereto may object to any member of the arbitration committee participating thereat. After hearing the objections privately, the decision of the Chairman shall be final and binding with respect to the objection or objections.
- (d) All commission disputes arising between members of the Association shall unless otherwise directed by the arbitration committee be settled by arbitration, and the decision of the Committee shall be final and binding upon all parties thereto, subject however, to the right of appeal provided by Sub-sections (v), (w) and (x) of this section. In the event arbitration proceedings are commenced either party thereto may elect to have such proceedings dealt with pursuant to these By-laws or pursuant to the Arbitration Act.
- (e) After the Directors have referred any matter to the Arbitration Committee, the Executive Secretary shall immediately obtain from the complainant and respondent a Consent to Arbitration in the form set out as Schedule III to these By-laws signed by each of the said parties.

- (f) If any party to the arbitration proceedings declines to sign the Consent to Arbitration the Directors may suspend or expel such member, or take such other disciplinary action as the Directors may consider proper.
- (g) The "Consent to Arbitration" shall be in the form set out as Schedule III to these By-laws or in such similar form as may be approved by the Directors.
- (h) The Arbitration Committee shall only have jurisdiction and shall only arbitrate complaints or differences between members in cases where:
 - (i) The matter has been referred to the Arbitration Committee,
 - (ii) All members who are parties to the arbitration proceedings have signed the Consent to Arbitration agreeing:
 - (a) To abide by the findings of the Arbitration Committee, subject to the right of appeal as herein set out.
 - (b) To have no recourse to any other tribunal; and
 - (c) To pay the costs of the Arbitration proceedings in accordance with the award of the Arbitration Committee.
- (i) The Arbitration Committee shall expeditiously consider and deal with the dispute.
- (j) The Arbitration Committee shall consider evidence from parties and witnesses by:
 - (i) Unsworn signed statements in writing;
 - (ii) Affidavits or statutory declarations;
 - (iii) Oral evidence under oath or affirmation;
 - (iv) Other relevant material.
- (k) Any party making a written submission shall supply such number of copies as the Arbitration Committee may designate.
- (l) In any hearing where the Arbitration Committee hears oral evidence under oath or affirmation, the parties thereto shall be entitled to be present, give evidence, and to examine witnesses. Any party to the dispute may be represented by another member in good standing, or by legal counsel provided three (3) days' notice of such intention to be represented has been filed with the Executive Secretary of the Association.
- (m) The Arbitration Committee shall give at least five (5) days' notice by registered mail to each party to the arbitration proceedings of the time, place and date of each sitting of the Committee unless the parties thereto consent to a reduction in the time for giving such notice. If said notice has been given to each party it shall be the duty of each party to appear in person at the arbitration hearing at the time set for the hearing. In the event the complainant or the respondent, as the case may be, fails to appear at the time set for the hearing, and fails to give to the Secretary at least twenty-four (24) hours in advance of the time set for the hearing a bona fide reason for his inability to attend, the Committee may, at its discretion, either proceed with or adjourn the hearing and may assess costs against the absentee party.
- (n) The parties to the arbitration proceedings and their witnesses shall submit to examination under oath or affirmation in relation to any matter in dispute, subject to any valid objection, and shall

produce before the Arbitration Committee all books, deeds, papers, accounts, writings and documents within their possession or power respectively which may be required or called for, and do all other things in relation to the matters in dispute which the Committee may require.

- (o) The Arbitration Committee is not bound to observe the legal rules of evidence but shall endeavour to resolve the dispute with fairness, justice and equity according to established standards of practice and ethics in the real estate business and the award of the Committee shall not be challenged for failure to conform to judicial formalities and strict rules of law.
- (p) The decision of the Arbitration Committee shall be in writing and shall be signed by the Chairman of said Committee.
- (q) The Chairman of the Arbitration Committee shall forward the Committee's decision to the Executive Secretary of the Association as soon as reasonably possible after the decision is made.
- (r) The Executive Secretary of the Association shall immediately mail to each party to the Arbitration proceedings a copy of the decision signed by the Executive Secretary.
- (s) Costs may be awarded by the Arbitration Committee and assessed against the complainant and/or respondent in such proportion as may be decided by the Committee. Costs so assessed may be collected as a debt due to the Association in the same manner as fees, dues or any other assessment.
- (t) The proceedings of the Arbitration Committee shall be recorded in a book kept for that purpose in which shall be entered:
 - (i) A summary of each dispute;
 - (ii) The decision of the Arbitration Committee.
- (u) In the event that any matter or question arises during the course of the arbitration proceedings which is not provided for in these By-laws, then the ruling of the Arbitration Committee shall apply.
- (v) Except where otherwise in this Section provided, upon a decision having been made by the Arbitration Committee, any party to the arbitration proceedings may, within fourteen (14) days after the decision is rendered, deliver to the Executive Secretary of the Association an appeal in writing to the Directors from the decision. Upon any appeal being so filed, the decision being appealed shall be stayed pending the result of the appeal.
- (w) Where any party to the arbitration proceedings has appealed a decision of the Arbitration Committee, the Directors shall at the next regular meeting of the Directors, following the filing of such appeal or the referral thereof to the Directors, as the case may be, set a date for the Directors to hear the appeal. All parties to the arbitration proceedings shall have the right to be present and to be heard at such appeal. Each party to the arbitration proceedings may present such witnesses and introduce such evidence as may be relevant to the matter at issue, and such parties shall be given ten days notice in writing of the time and place of the appeal. The appeal will be properly held if a quorum of Directors is present. The practice, procedure, rules, regulations, rights and powers governing the conduct of an appeal before the Directors shall in all respects be the same practice, procedure, rules, regulations, rights and powers provided by these By-laws as governing the conduct

of a hearing before the Arbitration Committee. The decision of the Directors present at such appeal shall be given to all parties in writing by registered mail and shall be final. The Directors may make such decision as they deem just, including the settling of commissions, and shall have full power to fine, reprimand, suspend or expel any member and may make such order as to payment of arbitration fees and/or costs of hearings or appeals before the Directors, and/or costs of hearings before the Arbitration Committee, as the Directors deem just in the circumstances, including the refunding or apportioning of any funds deposited with the Association for costs. In this connection, the Directors shall not be bound in any manner by the decision of the Arbitration Committee.

Any Director, having a personal interest in the matter being heard by the Directors, shall be excluded from such hearing unless a party to the Arbitration, and shall then appear in his own right.

- (x) When an appeal is taken from a decision of the Arbitration Committee, the appellant shall at the time of filing his appeal, deposit as security for costs, the sum of One Hundred Dollars (\$100.00) with the Executive Secretary of the Association, and no appeal shall be heard until such security shall have been paid.

29. COMPLAINTS

The Directors may take such action as they deem fit in dealing with complaints from either non-members or the public.

30. SEAL OF THE ASSOCIATION

- (a) The Association shall have a seal to be approved by the Directors.
- (b) The seal of the Association shall not be affixed to any instrument except by authority of a resolution of the Directors. The President and Secretary or Executive Secretary or such other person or persons as the Directors may appoint for the purpose, shall sign every instrument to which the seal of the Association is so affixed.

31. AUDIT

- (a) No person holding office in the Association shall be eligible for appointment as Auditors of the Association.
- (b) At each annual meeting of the Association, an Auditor shall be appointed by the members. The name of the Auditor appointed shall be submitted to the Supervisor for his approval. In the event the Supervisor does not approve the nominee for any reason, and in the further event the Association fails to nominate another person who can be approved by the Supervisor, then the Supervisor may appoint an Auditor who shall thereupon be the Association's Auditor for the ensuing year.
- (c) If there is no Auditor at the time at which an election is to be held or the Auditor is prevented from performing his duties the Directors shall thereupon appoint some other person to act in his place.
- (d) At the close of each fiscal year and prior to the holding of the annual meeting of the Association, the books of the Association shall be closed and the Auditor shall have access to all books and

accounts of the Association, and shall examine the General Statement of Receipts and Expenditures, Funds and Effects of the Association and verify the same with the accounts and vouchers relating thereto, and shall either certify the same as found by him to be correct, duly vouched for and in accordance with the law, or submit a special report to the Association and to the Supervisor reporting in what respect he found any entry or account to be incorrect, unvouched for or not in accordance with the law.

- (e) The report of the Auditor shall be presented at the annual general meeting of the Association, or at the first general meeting called following the completion of the audit and one duly certified copy of his report shall be forwarded to the Supervisor of Co-Operative Activities, together with any special form or return which may be required under the Act.
- (f) The fiscal year of the Association shall close on the 31st day of December in each year.

32. BY-LAWS

The By-laws of the Association or any part thereof may be repealed, altered or amended by Supplemental By-laws passed

- (a) by a minimum of twenty per cent (20%) of the Active Branch Members and Associate Designated Members in good standing as are present and entitled to vote at any meeting of the Association called for that purpose of which not less than ten (10) days' notice of such meeting specifying in detail the proposed alterations and amendments to the said By-laws has been given, and,
- (b) by a majority of not less than two-thirds ($\frac{2}{3}$) of the Active Members, Active Branch Members and Associate Designated Members in good standing as are present and entitled to vote at any general annual meeting of the Association of which not less than ten (10) days' notice specifying the intention to propose the resolution or resolutions to repeal, alter or amend the said By-laws has been given.
- (c) No new By-law or amended By-law shall have any force or effect until a copy thereof certified by the President or either of the Vice-Presidents or the Secretary of the Association to be a true copy of the By-law or By-laws passed by the Association as hereinbefore provided has been approved by the Supervisor and filed with the Registrar of Companies.

33. DISPOSITION OF SURPLUS FUNDS

Surplus funds may at the discretion of the Directors be utilized for the purpose of promoting the education and/or professional aims of the Association. No part of the income of the Association is to be payable to, or made otherwise available for the personal benefit of any member.

34. CODE OF ETHICS AND COMMISSION SCHEDULE

The Association will draft, publish and distribute to the members of the Association a Code of Ethics, Commission Schedule, Rules and Regulations of the M.L.S. Division and Standards of Business Practice which shall be

observed by all members. The Code of Ethics, Commission Schedule, Rules and Regulations of the M.L.S. Division, Standards of Business Practice and supporting schedules shall be deemed to form part of these By-laws and may be amended from time to time as provided by Section 32, Sub-sections (a), (b) and (c) of these By-laws.

35. EMPLOYMENT OF SALESMEN

- (1) Agent members of the Association shall not employ part-time salesmen.
- (2) In this Section:
 - (a) "Full-time" means active employment in the real estate business during the major portion of the work week.
 - (b) "Work week" means the days Monday to Friday inclusive. The hours between 9:00 p.m. of one day to 9:00 a.m. of the subsequent day are not included in the term "Work week."
 - (c) "The major portion of the work week" means that
 - (i) If the salesman has no business, profession or employment other than real estate, the major portion of the work week shall be at least thirty-five hours of the work week.
 - (ii) If the salesman has a business, profession or employment other than real estate, the major portion of the work week shall be at least thirty-five hours of the work week, and the total time in any week the salesman devotes to a business, profession or employment other than real estate shall be less than fifteen hours.
 - (d) "Salesman" means -
 - (i) A real estate salesman, and
 - (ii) includes a person employed, appointed or authorized by a real estate agent to trade in real estate.
 - (e) "Real Estate Business" shall have that meaning which shall from time to time be defined by the Directors and shall include other professions and occupations which are incidental to the operation of a real estate agency.
- (3)
 - (a) Full time occupation by a salesman in a business, profession or employment other than real estate shall be considered part-time employment by the salesman in real estate regardless of the total number of hours the salesman devotes to real estate.
 - (b) The Directors shall be responsible for enforcing this Section.
 - (c) Agent Members shall deliver to the Executive Secretary of the Association on the 1st day of July, A.D. 1962, and on the first days of July and January of each and every year thereafter a statement containing the names of all salesmen employed by the said Agent Member.
 - (d) Within ten days after an Agent Member employs a new salesman, the Agent Member shall deliver to the Executive Secretary a statement of the commencement date of such employment.
 - (e) If an Agent Member has in his employment a salesman who has a business, profession or employment other than real estate, the Agent Member shall immediately request a written ruling from the Directors declaring the employment of said Salesman does or does not comply with this section.

- (f) When an Agent Member terminates the services of a salesman, the Agent Member shall immediately send to the Executive Secretary of the Association, one copy of the letter of termination sent to the Superintendent of Insurance.
- (g) The Directors shall have jurisdiction to deal with any matter which the Directors consider to be a circumvention of this section.
- (h) Any Agent Member who violates the provisions of this Section shall be subject to a fine not exceeding One Hundred (\$100.00) Dollars for the first offence and to a fine not exceeding One Thousand (\$1,000.00) Dollars or suspension or expulsion for any subsequent violations.

36. ADDRESSES

- (1) Every member shall by the 1st day of July, A.D. 1962, file with the Executive Secretary of the Association, an Address for service in the City of Calgary which address shall be an office operated by such Member or with which he is associated or in the event of an application for membership, then prior to approval of the application. All notices shall be properly served for all purposes, if delivered or sent by prepaid mail to the last address for service so filed, and the date of mailing shall be considered the date of service.

The Supplementary By-laws hereinbefore set out insofar as the same are not inconsistent with "The Co-Operative Associations Act R.S.A. 1955 and Amendments thereof" shall be the By-laws of the Association.

PART III

CODE OF ETHICS

PREAMBLE

A member should zealously maintain and improve the standards of his calling and share with his fellow-members a common responsibility for its integrity and honor.

In the interpretation of his obligations, he can take no safer guide than that which has been handed down through twenty centuries, embodied in the Golden Rule:

"Whatsoever Ye Would That Men Should Do Unto You, Do Ye Also Unto Them."

By accepting this standard every member pledges himself to observe its spirit in all his dealings; and to conduct his business in accordance with the following Code of Ethics, adopted by the Association.

PROFESSIONAL RELATIONS

In the best interest of Society, of his Associates, and of his own business, a member should be loyal to the Association and active in its work, and he should willingly share with his fellow-members the lessons of his experience.

A member should so conduct his business as to avoid controversies with his fellow-members. In the event of a controversy it shall be submitted for arbitration to a committee appointed by the Directors in an endeavour to avoid a suit at law.

When a member accepts a listing offered by another agent, the agency of the agent who offers the listing shall be respected until the agency has expired and until the owner, without solicitation, offers to list his property with the accepting member, and furthermore, the listing should not be passed on to a third agent without the consent of the listing agent.

The Commission Schedule as established by the Association from time to time shall be observed by every member.

A member shall not solicit the services of any employee in the organization of a fellow-member without the knowledge of the employer.

In justice to those who place their interest in his hands, a member should endeavour always to be informed regarding the law, proposed legislation and other essential facts and public policies which affect those interests.

In accepting the agency for property, the member pledges himself to be fair to the client whom he represents and whose interests he should protect and promote to the best of his ability.

A member should not buy for himself property listed with him, nor shall he acquire any interest therein, without first making his true position clearly known to the listing owner.

Before a member buys for a client property in the ownership of which the member has an interest, he shall disclose his interest to all parties to the transaction.

Before a member sells property, in the ownership of which the member has an interest, he shall make it clear to the purchaser that he is acting solely for the owner or owners.

When acting as agent in the management of property, a member shall not accept any commission, rebate or profit on expenditures made for the owner, without the owner's full knowledge and consent.

It is the duty of every member to protect the public against fraud, misrepresentation, or unethical practices in connection with any real estate transaction.

In closing a transaction a member should advise the use of legal counsel when the interest of any party to the transaction requires it, and in all cases the member should exercise care in the preparation of documents so that they embody the exact agreement reached.

The term "client" is used in this Code to denote one who retains a member to represent his interest in real estate matters.

PART IV
COMMISSION SCHEDULE

CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED

1. IMPROVED URBAN RESIDENTIAL PROPERTY:

On all sales, not less than 5% of the total purchase price up to \$100,000.00 and not less than 3% on the balance of the purchase price, with a minimum commission of \$100.00.

2. SUBURBAN OR URBAN IMPROVED SUBDIVISIONS:

The foregoing schedules do not apply to subdivisions, nor to property owned by a municipal corporation, nor to twenty-five or more lots or parcels in private ownership. In all cases where the aforementioned properties are listed on an exclusive basis the amount of commission is to be a matter of contract and must meet with the approval of the local Real Estate Boards.

3. IMPROVED AND UNIMPROVED, BUSINESS FACTORY OR INDUSTRIAL PROPERTY:

On all sales, not less than 5% of the total purchase price up to \$100,000.00 and not less than 3% on the balance of the purchase price, with a minimum commission of \$100.00.

4. UNIMPROVED URBAN PROPERTY:

On all sales not less than 5% of the total purchase price with a minimum commission of \$100.00.

5. IMPROVED AND UNIMPROVED ACREAGE, LOTS OUTSIDE URBAN LIMITS AND RESORT PROPERTY:

On all sales not less than 10% of the total purchase price with a minimum commission of \$100.00.

6. FARM AND RANCH LANDS (Parcels containing less than 160 acres):

On all sales, not less than 5% of the total purchase price up to \$100,000.00 and not less than 3% on the balance of the purchase price, with a minimum commission of \$300.00.

6a. FARM AND RANCH LANDS (Parcels containing 160 acres or more)

On all sales, not less than 5% of the total purchase price up to \$100,000.00 and not less than 3% on the balance of the purchase price, with a minimum commission of \$300.00.

7. ON THE SALE OF STOCKS OF MERCHANDISE, FIXTURES, EQUIPMENT, CHATTELS AND GOODWILL TOGETHER, WITH OR WITHOUT THE LAND AND BUILDINGS THEREON:

On all sales, not less than 5% of the total purchase price up to \$100,000.00 and not less than 3% on the balance of the purchase price, with a minimum commission of \$100.00.

8. EXCHANGES:

In cases of exchanges of property, the full commission on both properties shall be charged, said commission to be paid by both parties in proportion to the value of the respective properties exchanged.

It should be clearly understood that a full commission can only be charged on both properties when both properties are actually listed under a signed

listing, either general or exclusive. If there is no signed listing on one of the properties, then a commission can only be collected on that property if the owner thereof voluntarily agrees to pay a commission thereon.

9. LOANS:

On all private loans, not less than 2% of the total amount of the loan with a minimum commission of \$25.00, plus any conveyancing and inspection fees.

10. LEASES — NON RESIDENTIAL:

(a) COMMERCIAL PROPERTY (Stores, Business Space, Office Space, Warehouse Space):

On leases, not less than 5% of the first 5 years rent, and not less than 2% of the gross rent payable in subsequent years, plus an additional charge for any special services rendered.

All commissions (except in the case of ground leases) shall be computed on the basis of the gross rent agreed upon by the Lessor and the Lessee and shall be due and payable at the time of the Execution of the Lease.

The total rent shall include the Real Estate Taxes to be paid by the Lessee, with the commission computation to be based on the current year's taxes multiplied by the number of years of the lease. The minimum charge for negotiation of any lease, except as otherwise stated in this section, shall be \$25.00.

(b) HAY:

Not less than 10% of the consideration, with a minimum commission of \$10.00.

(c) FARMS:

Not less than 5% of each year's rental, with a minimum commission of \$50.00.

(d) GROUND:

(i) Not less than 3% of the total rent payable under a lease where the term is 15 years or less.

(ii) Where property is subject to a re-appraisal during the term of the lease, the commission is to be computed for the full term on the basis of the average annual rental for the first 5 years of the lease.

(iii) Not less than 2% of the appraised rental value of property at the date of arranging a lease on ground leases with a term exceeding 15 years.

(iv) If more than one appraisal is mentioned in the lease, then the percentage is to be computed on an average of the appraised value specified.

(e) OPTION FOR RENEWAL:

In the event a lease contains an option to renew which is exercised by the tenant, the lessor shall pay a commission on the renewed lease at the same rate as though the lease when first executed had included the renewal term as part of the original term and the commission thereon is payable at the date of the renewal.

11. LEASES — RESIDENTIAL:

- (a) **LEASES AND RENTALS OF RESIDENTIAL PROPERTY** (Where rental is not collected by agent):

On a monthly tenancy for a rental up to and including \$50.00, a minimum charge of \$15.00.

On a monthly tenancy for a rental over \$50.00 but not more than \$75.00, a minimum charge of \$25.00.

On a monthly tenancy for a rental over \$75.00, a minimum charge of \$35.00.

It is also provided that, where the property is leased, 5% of the gross amount of the Lease shall be charged, plus conveyancing fees.

- (b) **FOR NEGOTIATING AND ARRANGING LEASES WHERE RENTS ARE COLLECTED BY AGENT:**

For negotiating and arranging leases on residential property and for the renewal of old leases, in addition to the amount expended for advertising, the charges shall be in accord with the circumstances and services rendered, with a minimum commission of \$15.00.

SPECIAL NOTE:

OPTION TO PURCHASE:

Where the lease contains a provision granting the Lessee an option to purchase the property demised, whether or not the purchase is made on the precise terms stated in the lease, the owner shall pay the agent who negotiated the lease the regular commission on the purchase price less any unearned leasing commission which may have been received.

- (c) **COLLECTION OF RENTS — ALL TYPES OF PROPERTY:**

Not less than 5% on rents collected with a minimum commission of \$1.00 per month, except for business and apartment blocks with an annual rental exceeding \$25,000.00 which may be specifically rated. Where property is turned over to an agent on which the rent is in arrears a charge of 10% shall be made on the amount of arrears when the property is handed over.

In addition to the above charges, the fees for the supervision of repairs and on disbursements shall be fixed by each individual agent according to the services rendered.

12. COLLECTION ON AGREEMENTS AND MORTGAGES:

Not less than \$1.00 per payment or more than 5% shall be charged.

13. COLLECTION OF GENERAL ACCOUNTS:

Not less than 5% on all amounts collected, provided, however, that in special cases of collections of principal on agreements or mortgages, where no book accounts are kept it shall be a matter for special arrangement in each case.

14. APPRAISALS:

The fees for appraisals of real estate are to be set by the member after taking into account his time, qualifications, and experience.

The member is not to:

- (1) Undertake an appraisal for which the compensation is contingent in any way on the value to be determined.
- (2) Render an improperly developed opinion of value because of the inadequacy of compensation or for any other reason.

15. SALE OF AGREEMENTS FOR SALE AND PURCHASE OF MORTGAGES:

Not less than 5% on any sale of \$500.00 or over with a minimum commission on any sale of \$25.00.

16. EXPERT TESTIMONY AND OPINIONS:

Charges for expert testimony and evidence and for opinions shall be made according to the extent of services rendered, but shall in no case be less than \$50.00 for each day or part thereof, but this shall not apply to Assessment Appeals, the charge for which shall be made subject to special arrangements. This charge is to be made whether the member's time is spent in Court, private hearing, investigations or research.

17. OPTIONS TO BUY PROPERTY WHERE SECURED BY A BROKER:

- (a) If a consideration, cash or otherwise, has been paid for an option arranged by a broker for a vendor (principal), and the option is not exercised, the broker shall charge the principal granting the option not less than one-half of the consideration received, but in no event shall this amount exceed the sale commission to which the broker would have been entitled had the option been exercised.
- (b) If a broker is engaged by a prospective purchaser to secure options, an agreement shall be made with the purchaser that in the event of the option not being exercised the broker shall be reimbursed for his services on the basis of not less than 1% of the total sale price involved in the option. In all cases where the option is exercised the regular commission is payable. This does not prevent anyone from making a charge for special services rendered.

PART V

RULES AND REGULATIONS

M.L.S. DIVISION

1. COMMISSION:

The commission to be charged shall be 7% divided as follows:

- (a) 2% to the Listing Agent.
- (b) 4½% to the Selling Agent.
- (c) ½% to the Association.

The minimum commission shall be \$100.00.

On sales in excess of \$50,000.00 the commission shall be 7% on the first \$50,000.00 and 5% on that portion of the sale price in excess of \$50,000.00. The commission to be charged shall be divided as follows:

- (a) 4/14 to the Listing Agent.
- (b) 9/14 to the Selling Agent.
- (c) 1/14 to the Association.

A real estate agent who has during the term of an M.L.S. listing entered into an agreement with the vendor of the listed property agreeing to pur-

chase the said listed property from the vendor at a fixed price, shall on or before a fixed date in the event the said listed property is not sold before said fixed date:

- (a) Immediately upon completion of the agreement aforesaid, deposit a true copy of the said agreement with the Listing Agent,
and
- (b) Immediately on any sale of the said listed property pursuant to the agreement aforesaid or otherwise, pay to the Listing Agent a listing commission of $2\frac{1}{2}\%$ of the agreed sale price.

2. LISTINGS:

The Listing agent is to pay \$2.00 for each listing filed with the Association. A re-issue of a current listing may be requested by the Listing Agent at a fee of \$6.00.

Inasmuch as all M.L.S. Listings are the property of members of the Association, no arrangement shall be made on a split commission basis between a member of the Association and a non member of the Association in respect of M.L.S. listings, without the prior consent of the Directors. No M.L.S. listing information shall be divulged to any non-active member agent.

The Listing Agent shall:

- (a) secure a M.L.S. Listing Contract, in triplicate, on the authorized form, signed by the owner for a minimum of 60 days.
- (b) send out one copy of the listing contract within 24 hours (Sundays and holidays excepted) of the listing agent's receipt of such signed listing contract, by posting the copy directly to the office of the Association. Such listing must give all data available and contain as full and accurate a description of the property as possible. Any additional pertinent information is to be forwarded to the office of the Association as soon as procured.
- (c) notify the office of the Association by telephone of any particulars of amendment, necessary to amend the listing price of an M.L.S. listing. The Listing Agent shall state whether or not the written or verbal authority of the owner has been secured. The office of the Association shall notify the members of these particulars through the Daily Bulletin.

In case of any amendment to the listing price of a M.L.S. listing, the Association shall publish a notice of such amendment in the first issue of the daily bulletin which may be issued after receipt of such notice. The amendment, however, shall be ineffective to increase the price until the expiration of four days from the date of such notice has been so published.

3. ADVERTISING:

- (a) The listing agent has the exclusive right to all advertising of a property, provided however, another member firm may advertise an M.L.S. listing upon first obtaining the consent of the listing agent.
- (b) Only the authorized Association "For Sale" or "For Lease" sign may be placed on the property listed in the Association. The listing agent shall have the right to place such sign on the listed property prior to a sale, but in the event of a sale or lease the selling or leasing agent may place the authorized Association "Sold" or "Leased" sign on the property.

4. APPOINTMENTS:

- (a) All appointments shall be made without undue delay through the listing agent, except where otherwise indicated.
- (b) When a sub-agent is unable to keep an appointment, he shall advise the listing agent, or if unable to contact him, he shall advise the owner or tenant.

5. SUBMISSION OF OFFERS:

- (a) Offers to Purchase should include the names of both listing and selling agent.
- (b) The member of the Association or his salesman, obtaining an Offer to Purchase, has the right to approach the vendor directly, provided however, he shall first endeavour to contact the listing member or his salesman, to give him the option of accompanying the selling member or his salesman. In extenuating circumstances, where the selling member is unable to contact the listing member, he shall accompany his salesman to close out the deal.
- (c) When in any Offer to Purchase the adjustment date is in excess of sixty days from the date of offer, the permission of the listing agent MUST be obtained to submit said offer to the owner.
- (d) In the event two or more equally acceptable offers are received by the Listing Agent, the order in which the offers were received shall be drawn to the attention of the vendor.
- (e) Under no circumstances may the terms of one offer, which is under consideration, be disclosed as a means of obtaining a better one from another person. The Listing Agent shall not disclose these terms to any person other than the owner and without restricting the generality thereof shall not disclose these terms to other agents, his own salesmen, or their prospects.
- (f) An Offer to Purchase is a Confidential Document and should be so treated.

6. DEPOSITS:

All deposits shall be made out, or endorsed to, the Listing Agent and turned over together with the Offer to Purchase to him. Deposits should be at least 10% of the Sale Price. All cheques should be certified as quickly as possible.

7. NOTICE OF SALE, EXPIRATION OR CANCELLATION:

- (a) In case a Listing Agent agrees with his client that a listing should be cancelled, it will be the policy of the Association that the agent has authority to cancel the listing, provided, however, that the prescribed form be signed by the owner to the effect that the property will not be sold for a period of ninety days from the date of cancellation, or if the property is sold by anyone within said period of ninety days, that the owner agrees to pay the full 7% commission to the Association. In all other cases the matter shall be presented to the Directors for consideration.

- (b) Notice of Sale, listing or sale cancellation shall be given by telephone to the Association office at the earliest possible moment, followed by a letter in writing within 24 hours if so requested.
- (c) The Listing Agent is to receive a true copy of the Offer to Purchase from the selling agent immediately after its execution by vendor and purchaser.

8. PAYMENT OF ACCOUNTS:

- (a) All monies due to the Association as set out in Sections 1 and 2 of this Part, shall be paid within 30 days of the account being rendered by the Association office, or within 30 days after the adjustment date or the final completion of the sale.
- (b) All monies due to other participating active members must be paid by Agents within 10 days after the adjustment date or the final completion of the sale.
- (c) Accounts not paid to other participating active members within the 10-day period set out in subsection (b) of this section, must be reported in writing to the Association within 15 days.

9. PENALTIES:

- (a) Member firms not complying with the provisions of Section 8, Subsections (a) and (b) of this Part may be suspended for an indefinite period. Suspended companies may only be reinstated by the Directors, and during such period of suspension will not be permitted to advertise, list or sell active M.L.S. listings.
- (b) In the event of the sale of an M.L.S. Listing listed by a suspended member, a $2\frac{1}{2}\%$ commission shall be forwarded by the selling member directly to the Association, to be held in trust. These monies may, at the discretion of the Directors, be applied against the suspended member's indebtedness, if any, to the Association or other member firms.

10. ASSOCIATION LEASING REGULATIONS:

- (a) Leases may be listed through the Association listing division and the commission to be charged shall be the rate set out in Sections 10 and 11 of Part IV of these By-laws.
- (b) The minimum gross commission on rental listings shall be \$50.00.
- (c) The Association shall receive a minimum of \$5.00 or $2\frac{1}{2}\%$ of the total leasing commission charged, whichever sum may be the greater, and the balance of the said commission shall be divided equally between the listing broker and the leasing broker.
- (d) The normal listing fee to the Association shall apply in the listing of leases, and the minimum listing period shall be 60 days.
- (e) Properties listed for sale but leased during the listing period shall be charged the leasing commission as set out in subsection (a), (b) and (c) of this section.

PART VI

STANDARDS OF BUSINESS PRACTICE

ARTICLE 1

A member should take all reasonable and proper steps to ensure that no person with whom he or his agency is dealing as a Real Estate Agent, suffers any financial loss or is put to any trouble or inconvenience as the result of careless or incompetent dealing through the office of a member.

ARTICLE 2

A member should not accept verbal offers for the purchase, rental or lease of real property. All offers should be in writing and should clearly specify the terms of the offer. All offers should be accompanied by cash or cheque made payable to the agent, and should not be less than ten per cent (10%) of the offered price.

ARTICLE 3

Client's funds shall be segregated from monies belonging to the member, and shall be kept in a separate bank account as Trust Funds, specifically designated as "Clients' Trust Account" or "Real Estate Trust Account," or of some other similar description, so that it is apparent that the monies in this fund do not belong to the member.

ARTICLE 4

The segregated account or accounts of clients shall at all times contain one hundred per cent (100%) of all funds belonging to the client or clients deposited with the agent.

ARTICLE 5

Unless the client instructs otherwise in writing, the member should in the case of the sale of property, promptly and efficiently disburse all client's funds in his possession to those persons duly authorized to receive same. In the case of property management and mortgage collections, unless the client instructs otherwise in writing, the member should within the first 10 days of each month send such a client a cheque covering in full the balance in his account together with a complete itemized statement of receipts and disbursements.

ARTICLE 6

A member should not use advertising which is inaccurate in any material particular, or which in any way misrepresents the member's services, the client's property, or which is otherwise misleading.

ARTICLE 7

A member should distinguish between business and legal advice, and should not assume the responsibility of attempting to give the client legal advice.

ARTICLE 8

No member should conduct himself or permit his employees to conduct themselves in such a manner as to prejudice his reputation as a Real Estate Agent, or the reputation of the Association.

ARTICLE 9

No member should injure falsely or maliciously, directly or indirectly, the reputation, prospects or business of another member. No member after having been informed of the charges named by another member should compete with the other member by reducing his usual charges and in this manner attempting to under bid.

ARTICLE 10

PROPERTY MANAGEMENT

ARTICLE 11

In the case of property management and mortgage collections the member shall have a written agreement with each client as to the amount of fees and commissions payable for managing and renting and other services. The fees and commissions shall not be less than those shown in the schedule of fees and commissions of the Association, and the commissions shall be shown clearly on the client's monthly statement as amount paid to the member.

ARTICLE 12

In the case of property management when a member deducts cash discounts from bills paid or purchases made, his statement to the owner concerned shall show only the disbursement of the net amount actually paid.

ARTICLE 13

Before negotiating or arranging any lease, written or verbal, a detailed application from the prospective tenants should be required, and references secured where possible.

ARTICLE 14

In the case of property management, all bills to be paid or disbursement of the owner's funds shall be approved by an officer or principal of the member.

ARTICLE 15

In the case of property management, unless otherwise agreed, the client should pay for all advertising of his property.

APPRAISAL

ARTICLE 16

No member should issue a valuation or appraisal report if he is acting or intending to act in the capacity of agent, mortgage broker or manager, or if he is the owner, contemplates being the owner, has other interest in connection with respect to the property to be appraised unless such interest or interests is fully disclosed in the appraisal certificate.

ARTICLE 17

No member should issue a valuation or appraisal report in which the reported valuation is based upon predicated rentals and expenses unless in his report he describes in detail the basis for his prediction.

In particular, no member should certify a valuation predicated upon assumed rentals and expenses which he does not feel highly probable of achievement under ordinary competent management.

ARTICLE 13

No member should issue an unqualified appraisal report on an investment property, which does not reflect the effects of existing leases upon the value of the property.

ARTICLE 19

No member should issue an appraisal report in which the reported value is based upon the completion of public or private improvements which are not assured, unless he clearly states the appraisal is made on that hypothesis. In any event he should state in his report the conditions with regard to such improvements which he assumes in determining the value reported.

ARTICLE 20

No member should issue an appraisal report on only part of a whole property unless he specifically states that it is a fractional appraisal, and as such can be used only in a manner consistent with such limitations.

ARTICLE 21

In appraising security for a loan no member should issue a certificate covering anything less than the property designated as security for the loan, unless conditions and limitations of the use of the report are clearly stated.

ARTICLE 22

In appraising security for a leasehold loan it is unethical for a member to issue a certificate of value of the improvement only, omitting the value of the leasehold, which may be positive, zero or negative.

ARTICLE 23

It is the duty of a member to hold as confidential results and other findings of his appraisal until released from his obligation by the client or by due process of law.

ARTICLE 24

In presenting an appraisal report which must be in writing the member should not omit any of the following items:

- (a) An unequivocal and reasonably complete description of the property appraised.
- (b) A statement of any contingent conditions upon which the appraisal has been based; for example,
 - (i) The validity of legal engineering or auditing opinions used.
 - (ii) The completion of projected public or private improvements.
 - (iii) Management is assumed to be competent, and the ownership to be in responsible hands.
- (c) The date or time to which the value pertains.
- (d) The amount of the value.
- (e) A statement that the member who made the appraisal has no present or contemplated future interest in the property appraised; or a statement disclosing all such interest the appraiser may have in the property appraised.

SCHEDULE I
COVENANTS, UNDERTAKING AND WAIVER OF CLAIMS
BY APPLICANT FOR MEMBERSHIP

TO: THE CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED

1. I acknowledge that I have read the Memorandum of Association, the By-laws, and the Code of Ethics of the Calgary Real Estate Board Co-Operative Limited and in particular the procedure for complaints, discipline and arbitration of disputes, all of which I thoroughly understand.
2. In consideration of the Calgary Real Estate Board Co-Operative Limited considering my application for membership or admitting me to membership in the Association I hereby covenant, promise and agree:
 - (a) To observe the By-laws, the Code of Ethics, and the Schedule of Commissions and Fees of the Association as they may be established or amended from time to time.
 - (b) That in the event of a dispute between the applicant and one or more members of the Association regarding commissions or any other matter, the applicant shall initially try to settle the dispute favourably with the other member or members. If they are unable to do so, then the member who is the complainant should refer the dispute to the Arbitration Committee for arbitration.
 - (c) To abide by the findings of the Arbitration Committee and not to have recourse to any other tribunal;
 - (d) To pay all costs of arbitration proceedings that I may be directed by the Arbitration Committee to pay;
 - (e) That the disciplinary procedure set out in the By-laws may be taken against me if I fail to observe any provision of the By-laws or the Code of Ethics.
 - (f) That the Directors may suspend or expel me from membership in the Association or make a monetary assessment against me or otherwise discipline me in accordance with the By-laws of the Association if they decide I have violated any provisions of the By-laws or the Code of Ethics;
 - (g) To pay each monetary assessment levied against me by the Directors, and that the Association may recover the same as a debt due to the Association;
 - (h) That I hereby waive, release and forever discharge the Calgary Real Estate Board Co-Operative Limited, its Directors, officers, members, servants and agents from all claims, suits, actions, causes of action and demands of whatsoever nature arising directly or indirectly as a result of my application for membership or from my membership in the Association or from any arbitration or disciplinary proceedings which may be taken, or purported to be taken by the Association pursuant to the By-laws of the Association which may affect me or my business, or in connection with any other act done by or on behalf of or relating to the business of the Association.

3. I hereby acknowledge that I understand that no portion of my membership fee is refundable nor is my membership transferable should I be accepted as a member of the Association.

IN WITNESS WHEREOF I hereunto set my hand and seal at the City of Calgary, in the Province of Alberta, this day of

..... A.D. 19.....,

.....
Signature of Applicant

.....
Witness

SCHEDULE II

ADDITIONAL COVENANTS BY APPLICANT FOR ACTIVE, ACTIVE BRANCH, ASSOCIATE AGENT AND FINANCIAL MEMBERSHIP

TO: THE CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED

In consideration of the Calgary Real Estate Board Co-Operative Limited considering my application for membership or admitting me to membership in the Association, I covenant, promise and agree:

- (a) That I presently maintain and will continue to maintain all necessary records and the real estate trust account required by the Real Estate Agents' Licensing Act;
- (b) That I will terminate the employment of any salesman I employ who declines to apply for membership in the Association, as set out in these By-laws, or whose application for membership is rejected, or who is suspended or expelled from membership by the Association.
- (c) That I will maintain at all times an office that meets with the approval of the Superintendent of Insurance or his successor in title and the Membership Qualifications Committee of the Association.
- (d) That the said office will be so situated that the public will have direct access thereto at all times during ordinary business hours;
- (e) That I will provide proper filing facilities for filing and recording the transactions of my firm;
- (f) That I now have an office that meets with the above requirements located at
- (g) That I am not presently a member, shareholder, director or officer and will not become a member, shareholder, director or officer of any other Multiple Listing Bureau in opposition to The Calgary Real Estate Board Co-Operative Limited during the term of my membership in this Association.

IN WITNESS WHEREOF I have hereunto set my hand and seal at the City of Calgary, in the Province of Alberta, this day of

....., A.D. 19.....,

.....
Signature of Applicant

.....
Witness

SCHEDULE III

CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED

SUBMISSION AND CONSENT TO ARBITRATION

The undersigned, being a member of the Calgary Real Estate Board Co-Operative Limited, hereby requests that the matter in issue between the undersigned and

with respect to

be referred to the Arbitration Committee in accordance with the By-laws of the Calgary Real Estate Board Co-Operative Limited, and pursuant thereto, the undersigned agrees:

- (a) To abide by the findings of the Arbitration Committee, subject to the right of appeal as provided in the Association By-laws;
- (b) To have no recourse to any other tribunal;
- (c) To pay the costs of the Arbitration proceedings in accordance with the award of the Arbitration Committee.

IN WITNESS WHEREOF I have hereunto set my hand and seal at the City of Calgary, in the Province of Alberta, this day of, A.D. 19.....

.....
Signature - representing

.....
Witness

CONSENT TO ARBITRATION

The undersigned, being a member of the Calgary Real Estate Board Co-Operative Limited, hereby requests that the matter in issue between the undersigned and

with respect to

be referred to the Arbitration Committee in accordance with the By-laws of the Calgary Real Estate Board Co-Operative Limited, and pursuant thereto, the undersigned agrees:

- (a) To abide by the findings of the Arbitration Committee, subject to the right of appeal as provided in the Association By-laws;
- (b) To have no recourse to any other tribunal;
- (c) To pay the costs of the Arbitration proceedings in accordance with the award of the Arbitration Committee.

IN WITNESS WHEREOF I have hereunto set my hand and seal at the City of Calgary, in the Province of Alberta, this day of, A.D. 19.....

.....
Signature - representing

.....
Witness

SCHEDULE IV

APPLICATION FOR MEMBERSHIP

CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED

I, _____, of _____, Calgary, Alberta, employed by _____ (home address) _____, carrying on business at _____ (firm represented) _____, HEREBY MAKE APPLICATION FOR _____ (business address)

Active	<input type="checkbox"/>	Associate Salesman	<input type="checkbox"/>
Active Branch	<input type="checkbox"/>	Financial	<input type="checkbox"/>
Associate Agent	<input type="checkbox"/>	Affiliate	<input type="checkbox"/>

membership in the Calgary Real Estate Board Co-Operative Limited and tender herewith the prescribed entrance fee and first year's dues as follows:

Active Membership	Entry fee \$500.00 plus first year's annual dues of \$20.00.
Active Branch Membership	Entry fee of \$1,000.00 except as otherwise provided by the By-laws of the Association, plus first year's annual dues of \$20.00.
Associate Agent Member	Entry fee of \$10.00, plus first year's annual dues of \$20.00
Associate Salesman Member	Entry fee of \$1.00, plus first year's annual dues of \$15.00.
Financial Member	Entry fee of \$10.00, plus first year's annual dues of \$20.00.
Affiliate Member	Entry fee of \$10.00, plus first year's annual dues of \$15.00.

and the Certificate of Solvency duly completed in a form adopted by the Calgary Real Estate Board Co-Operative Limited.

I HEREBY CERTIFY AND DECLARE THAT:

1. I have been licensed as a real estate agent under the provisions of the Real Estate Agents Licensing Act for a period of _____ months/years, immediately preceding this date.
2. I have been an Associate Agent Member or Associate Salesman Member in good standing of the Calgary Real Estate Board Co-Operative Limited for a period of _____ months/years immediately preceding this date.
3. I have been a member in good standing of the Alberta Real Estate Agents and the Canadian Association of Real Estate Boards for a period of _____ months/years immediately preceding this date.

4. I am now a resident of the City of Calgary, and have been a resident of the City of Calgary for a period of months/years immediately preceding this date.
5. I maintain an office at address
in the City of Calgary.
6. I have held a real estate agent's license in the City of Calgary for the months/years immediately preceding this date.
7. I hold agent's license No.
8. I have been employed as a real estate salesman by for a period of months/years immediately preceding this date.
9. I have held a per cent interest as a partner or shareholder in a real estate partnership, firm or corporation for a period of months/years immediately preceding this date.
10. I am not at this time, nor have I been, either a discharged or undischarged bankrupt, nor have I been convicted of any indictable offence.
11. If unable to qualify under the foregoing sub-sections state reasons in support of application for membership.
12. I hereby agree that Schedule I and Schedule II, if applicable, of the Association By-laws shall form part of, and is deemed to be part of, this application for membership.

DATED at the City of Calgary, in the Province of Alberta, this day of, A.D. 19.....

.....
(Signature of Applicant)

Recommended by two Active Members as follows:

1.
2.

(a salesman need only be recommended by his Agent)

(FOR BOARD USE ONLY)

1. Notice of application forwarded to all members of the Association.

.....
(Date)

2. Applicant interviewed by the Membership Committee consisting of:

.....
on
(date)

3. Recommendation of the Membership Committee

4. Approved or rejected by the Board of Directors:

.....
(Date membership effective)

.....
(President)

.....
(Date)

.....
(Executive Secretary)

(SEAL)

SCHEDULE V

CERTIFICATE OF SOLVENCY FOR ESTABLISHED AGENT

I/We certify that on the day of,
A.D. 19....., I/We examined the books, ledgers, journals, records and
accounts of,
of

and that from such examination it appears that said books, ledgers, journals,
records and accounts are properly maintained and are such as are necessary
to show and distinguish:

- (a) The moneys received from or on account of, and the moneys disbursed
to or for the account of, each of its clients and the balance of moneys
held on account of each client and the total of moneys held on account
of all its clients and,
- (b) the moneys received and the moneys paid on its own account and the
balance of moneys held on its own account, and,
- (c) the assets exceed the liabilities and the company is in a solvent position.

DATED at the City of Calgary, in the Province of Alberta, this
day of, A.D. 19.....

.....
(Signature)

.....
(C.A. or C.P.A.)

SCHEDULE VI

CERTIFICATE OF SOLVENCY FOR APPLICANT AGENT

I/We certify that on the day of,
A.D. 19....., I/We were in the process of setting up an accounting system
together with all books, ledgers, journals, records and accounts, and that
I/We have examined the financial structure of
of

and that from such examinations it appears that

- (a) is in a solvent position with assets exceeding liabilities;
- (b) has sufficient funds in the firm bank account to pay all accounts
payable and preliminary expenses;
- (c) maintains a trust account to handle trust moneys received from clients.

DATED at the City of Calgary, in the Province of Alberta, this
day of, A.D. 19.....

.....
(Signature)

.....
(C.A. or C.P.A.)

CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED
EMPLOYMENT COMMITTEE OF THE PART-TIME SALESMAN BY-LAW
SEMI-ANNUAL REGISTRATION

The following licencees are employed by me:

[illegible]

I hereby certify that the above information is correct and that all licensees licensed to me at the date shown are listed above.

The Real Estate Agents' Licensing Act

Being Chapter 279 of The Revised Statutes of Alberta, 1955,
with amendments up to and including 1960.

OFFICE CONSOLIDATION

DEPARTMENT OF PROVINCIAL SECRETARY

NOTE

All persons making use of this consolidation are reminded that it has no legislative sanction; that the amendments have been embodied only for convenience of reference, and that the original Acts should be consulted for all purposes of interpreting and applying the law.

THE REAL ESTATE AGENTS' LICENSING ACT

CHAPTER 279

An Act to provide for the Licensing of Real Estate Agents and Real Estate Salesmen

Short title	1. This Act may be cited as " <i>The Real Estate Agents' Licensing Act.</i> " (R.S.A. 1955, c. 279, s. 1)
Interpretation	2. In this Act,
“agent”	(a) “agent” <ul style="list-style-type: none">(i) means a real estate agent, and(ii) includes<ul style="list-style-type: none">(A) a person who, for another or others, for compensation, gain or reward, or hope or promise thereof, either alone or through one or more officials or salesmen, trades in real estate, and(B) each person who holds himself out as a real estate agent;
“business”	(b) “business” <ul style="list-style-type: none">(i) means an undertaking carried on for the purpose of gain or profit,(ii) includes an interest in such an undertaking, and(iii) without limiting the generality of clauses (a) and (b), includes a boarding house, hotel, store, tourist camp and tourist home;
“licence”	(c) “licence” means licence under this Act;
“Minister”	(d) “Minister” means <ul style="list-style-type: none">(i) the Provincial Secretary, or(ii) a member of the Executive Council to whom from time to time may be transferred, either for a limited period or otherwise, the powers and duties that are by this Act assigned to the Minister;
“official”	(e) “official” means president, vice-president, secretary, treasurer, managing director, general manager, department manager, branch office manager and each person acting in a similar capacity whether so designated or not;
“person”	(f) “person” includes a partnership, association or corporation;
“prescribed”	(g) “prescribed” means prescribed by this Act or the regulations;
“real estate”	(h) “real estate” means <ul style="list-style-type: none">(i) real property and leasehold property, and(ii) any business, whether with or without premises, and the fixtures, stock-in-trade, goods or chattels in connection with the operation of the business;

- “regulations” (i) “regulations” means regulations made under this Act;
- “salesman” (j) “salesman”
- (i) means a real estate salesman, and
 - (ii) includes a person employed, appointed or authorized by a real estate agent to trade in real estate;
- “Superintendent” (k) “Superintendent” means
- (i) the Superintendent of Insurance, or
 - (ii) the Deputy Superintendent of Insurance appointed under the provisions of **The Alberta Insurance Act**;
- “trade” (l) “trade” means
- (i) a disposition or acquisition of or transaction in real estate by sale, purchase, agreement for sale, exchange, option, lease, rental or otherwise,
 - (ii) any offer or attempt to list real estate for the purpose of such disposition or transaction referred to in subclause (i), and
 - (iii) any act, advertisement, conduct or negotiation directly or indirectly in furtherance of such a disposition, acquisition, transaction, offer or attempt;
- “trade” (m) the verb “trade” has a corresponding meaning to that referred to in clause (l).
- (R.S.A. 1955, c. 279, s. 2)

Licences

- Trading in real estate 3. (1) No person shall
- (a) trade in real estate unless he is licensed as an agent or as a salesman of a licensed agent,
 - (b) act as an official of or on behalf of a partnership or corporation in connection with a trade in real estate by the partnership or corporation, unless he or the partnership or corporation is licensed as an agent, or
 - (c) act as a salesman of or on behalf of a partnership or corporation in connection with a trade in real estate by the partnership or corporation unless
 - (i) he is licensed as a salesman of the partnership or corporation, and
 - (ii) the partnership or corporation is licensed as an agent.
- (2) A change in the membership of a partnership shall be deemed to create a new partnership and to extinguish an existing licence.
- (R.S.A. 1955, c. 279, s. 3)

- Licensing of salesman 4. (1) A salesman may only be licensed where he is the salesman of a licensed agent.
- (2) Upon a salesman ceasing to be employed with a licensed agent the licence of the salesman is extinguished.
- (R.S.A. 1955, c. 279, s. 4; 1957, c. 77, s. 2)

Acting as
agent or
salesman

5. (1) No person who is not the holder of a subsisting licence under this Act shall act or hold himself out as an agent or salesman in the Province.

(2) A firm, partnership or corporation

- (a) may apply for and obtain a licence in the name of the firm, partnership or corporation, and
- (b) shall designate one individual who shall act as its or their representative.

(3) If a licence is granted, when it is issued it shall

- (a) be in the name of the firm, partnership or corporation, and
- (b) state thereon the name of the individual who is authorized to act as an agent on behalf of the firm, partnership or corporation.

(4) Any associate, partner or employee of an agent, and any officer, member or employee of a firm, partnership or corporation licensed as an agent may apply for and obtain a licence authorizing the holder thereof to act as a salesman.

(5) Each application for a licence of a salesman shall have attached thereto in a form approved by the Superintendent

- (a) a recommendation of the applicant, made by or on behalf of a licensed agent, and
- (b) a declaration that the applicant, if granted a licence, is to act as a salesman employed by and representing the agent making the declaration or on whose behalf the declaration is made.

(6) The licence shall be inscribed with the name of the agent as principal of the licensee. (R.S.A. 1955 c. 279, s. 5)

Powers of
Superin-
tendent

6. (1) When an application for a licence is received and the prescribed fee is paid, the Superintendent, if he is satisfied that the applicant is suitable to be licensed, and is not for any reason objectionable, may issue to the applicant a licence authorizing the holder to carry on the business of an agent or act as a salesman within the Province.

(2) If the Superintendent after due investigation made by him or his representative is for any reason of the opinion that the applicant should not be granted a licence, he may refuse a licence to the applicant.

Residence
require-
ments

(3) No licence shall be issued under this Act

- (a) to a person, other than a corporation, who has not had his usual place of abode in the Province for at least three months before the date of his application for a licence, or
- (b) to a corporation that does not at the time of the application for a licence maintain a permanent office in the Province.

(4) The Superintendent may suspend or cancel a licence where in his opinion such action is in the public interest.

Advisory
board

(5) In deciding whether to grant or refuse an application for a licence of an agent or salesman, or to suspend or cancel an existing licence, or to reinstate a suspended licence, the Superintendent may, in a case where he deems it proper, nominate an advisory board of not less than three and not more than five persons

- (a) one of whom shall be the Superintendent or other person appointed by him,
- (b) one of whom may be a salesman licensed under this Act, and
- (c) the remainder of whom shall be agents licensed under this Act,

before which board a hearing may be had and a report made to the Superintendent, and in which case the Superintendent shall take the report into consideration when making his decision. (R.S.A. 1962, c. 77, s. 6)

(6) On and after the first day of July, 1957, a licence issued under this Act remains in effect until

- (a) it is extinguished under subsection (2) of section 3 or subsection (2) of section 4, or
- (b) it is cancelled or suspended by the Superintendent.

New
licence

(7) No person whose licence has been cancelled is entitled to a new licence for one year after the date of cancellation.

Appeal

(8) A person dissatisfied with a decision of the Superintendent under this section may appeal therefrom to the Minister whose decision is final. (R.S.A. 1955, c. 279, s. 6; 1957, c. 77, s. 3)

Cessation of
business

6a. A licensee who ceases to carry on the business of a real estate agent shall immediately notify the Superintendent in writing and shall return his licence with the notice.

(R.S.A. 1962, c. 77, s. 6A)

Application
for
licence

7. (1) An application for a licence shall be made in writing on the prescribed form provided by the Superintendent, and shall be accompanied by the prescribed fee.

(2) An application for a licence shall be accompanied by a bond in the prescribed amount and in the prescribed form unless there has been previously filed with the Superintendent a bond which is in full force and effect.

(R.S.A. 1955, c. 279, s. 7; 1957, c. 77, s. 5)

Address for
service

8. (1) An applicant for a licence shall state in the application an address for service in Alberta.

(2) The address for service in Alberta shall be at an office operated in the Province by the applicant.

(3) Notices under this Act or the regulations are sufficiently served for all purposes if delivered or sent by prepaid mail to the latest address for service stated as required by subsection (1).

(R.S.A. 1955 c. 279, s. 8; 1957, c. 77, s. 6)

Information
required by
Superin-
tendent

9. The Superintendent at any time may require

- (a) that further information or material be submitted by an applicant or a licensed person within a specified time limit, and
- (b) if he so desires, verification by affidavit or otherwise of any information or material then or previously submitted. (R.S.A. 1955, c. 279, s. 9)

Notice of
changes

10. A licensed agent shall immediately notify the Superintendent in writing of

- (a) a change in the address for service.
- (b) a change in the partners in the case of a partnership, and
- (c) the commencement and termination of employment of each salesman. (R.S.A. 1955, c. 279, s. 10)

Exemptions

Exemptions

11. This Act does not apply to

- (a) any assignee, custodian, liquidator, receiver, trustee or other person acting as directed by the provisions of a statute or under the order of a court, or to an administrator of an estate or any executor or trustee selling under the terms of a will, marriage settlement or deed of trust,
- (b) any bank or any loan, trust or insurance company trading in real estate owned or administered by the company,
- (c) a person not ordinarily trading in real estate
 - (i) who acquires real estate or any interest therein,
 - (ii) who disposes of real estate owned by him or in which he has a substantial interest, or
 - (iii) who is an official or employee of a person engaged in so acquiring or disposing of real estate,or
- (d) a member in good standing of the Law Society of Alberta where the trade is made in the course of and as part of a solicitor's practice. (R.S.A. 1955, c. 279, s. 11)

Forfeiture of Bond

Forfeiture
of bond

12. (1) A bond mentioned in section 7 is forfeited and the amount thereof becomes due and owing by the person bound thereby as a debt due the Crown in right of Alberta upon any person in respect of the conduct of whom the bond has been conditioned,

- (a) being convicted under the *Criminal Code* of an offence, committed during the period of the bond, involving fraud, theft or conspiracy to commit an offence involving fraud or theft,

- (b) having a judgment, based on a finding of fraud or breach of trust in respect of any act or omission occurring during the period of the bond awarded against him, or
- (c) making an assignment in bankruptcy or being made the subject of a receiving order or winding-up order pursuant to the *Bankruptcy Act* (Canada) or any other statute as a result of any act or omission occurring during the period of the bond,

and in each case the conviction, judgment or order has become final by reason of lapse of time or of having been confirmed by the highest court to which an appeal may be taken.

(2) Proceedings in respect of a bond may be brought within, but not after, two years from the date of the termination of the bond.

(3) Notwithstanding any other provision of this Act the total liability of the surety under the bond shall not exceed the face value of the bond. (R.S.A. 1962, c. 77, s. 12)

Disposition
of bond
money

13. (1) The Lieutenant Governor in Council may direct the Minister to pay any moneys received or recovered under a bond forfeited under the provisions of section 12

- (a) to such person or persons as the order in council may designate, or
- (b) into court in trust for such persons who before the time limited in subsection (2) obtained judgment against the person bonded, based on a finding of fraud in the trading of real estate.

(2) Any moneys remaining in the court two years after the date the bond was forfeited shall be repaid to the Minister. (R.S.A. 1955 c. 279, s. 13; 1957, c. 77, s. 8)

Proceeds
of forfeited
bond

14. Where a bond has been forfeited under the provisions of section 12 by reason of a conviction or judgment under clause (a) or (b) of subsection (1) thereof and the Superintendent has not within two years

- (a) of the conviction or judgment having become final, or
- (b) of the agent or salesman in respect of whom the bond was furnished ceasing to carry on business.

received notice in writing of a claim against the proceeds of the bond or of such portion thereof as remains in the possession of the Minister, the Lieutenant Governor in Council may direct the Minister to pay the proceeds or portion thereof to any person who on forfeiture of the bond made any payments thereunder, after first deducting the amount of expenses that have been incurred in connection with any investigation relating to the agent or salesman, or have been incurred in relation to the agent or salesman in any other way.

(R.S.A. 1955, c. 279, s. 14)

Investigation and Action by Superintendent

Investigation

15. (1) The Superintendent, an inspector, or any person authorized under the hand of the Superintendent may

- (a) on complaint of a person interested, or when he deems it necessary without complaint, investigate and inquire into
 - (i) any matter concerning the due administration of this Act, or
 - (ii) the circumstances surrounding a transaction or matter or thing done by an agent or salesman whether licensed or not licensed,
- (b) for the purpose of such an investigation, inquire into and examine the business affairs of the person in respect of whom the investigation is being made, and
- (c) examine and inquire into
 - (i) books, papers, documents, correspondence, communications, negotiations, transactions, investigations, loans, borrowings and payments to, by, on behalf of, in relation to or connected with the person in respect of whom the investigation is being made, and
 - (ii) property, assets or things owned, acquired or alienated in whole or in part by such person or by a person acting on behalf of or as agent for such person.

(2) A person in respect of whom the investigation is made shall make prompt and explicit answers to such inquiries.

(R.S.A. 1955, c. 279, s. 15)

Production of documents

16. (1) The Superintendent or a person authorized by him may at reasonable times demand the production of and inspect

- (a) all or any of the books mentioned in section 15, and
- (b) all or any documents relating to a trade in real estate effected by any agent or salesman.

(2) A person who has the custody, possession or control of the books or documents referred to in subsection (1) shall produce and permit the inspection of them by the Superintendent or person authorized by him.

(3) A person who contravenes subsection (2) by refusal or neglect to produce or permit the inspection of books or documents is guilty of an offence.

(R.S.A. 1955, c. 279, s. 16)

Seizure of documents

17. Where an investigation is being carried on under section 15, the Superintendent or the person making the investigation may seize and take possession of documents, books, papers, correspondence, communications or records of the person the business affairs of whom are being investigated.

(R.S.A. 1955, c. 279, s. 17)

General
powers of
Superin-
tendent

18. In addition to the powers contained in sections 15, 16 and 17, the Superintendent, inspector or other person conducting an investigation under section 15 has all the powers of a commissioner appointed under *The Public Inquiries Act*.

(R.S.A. 1955, c. 279, s. 18; 1960, c. 80, Schedule 19)

Office of
agent

19. (1) No agent shall be licensed unless he maintains an office within the Province satisfactory to the Superintendent from which he conducts his real estate business or a portion thereof.

(2) No person shall be licensed as an agent unless the Superintendent is satisfied after investigation that the person is qualified to be licensed as an agent at the time of his application.

(R.S.A. 1955, c. 279, s. 19)

Books of
agent

20. (1) An agent shall keep proper books and accounts of his trades in real estate, and enter in his books and accounts in respect of each trade

- (a) the nature of the trade,
- (b) a description of the real estate involved sufficient to identify it,
- (c) the true consideration for the trade,
- (d) the names of the parties to the trade,
- (e) the amount of deposit received and a record of the disbursement thereof, and
- (f) the amount of his commission or other remuneration and the name of the party paying it.

(2) Every agent shall

- (a) maintain a trust account for each person from whom trust moneys are received in which he shall enter details of the trust moneys received and the disbursements therefrom, and
- (b) maintain an account in a Chartered bank, loan or trust company or Province of Alberta treasury branch, in which he shall deposit moneys that come into his hands in trust for other persons in connection with his business, and keep the trust moneys separate and apart from moneys belonging to himself or to the partnership in the case of a partnership.

(R.S.A. 1955, c. 279, s. 20)

Recovery of Commission

Unlicensed
agent

21. (1) No action shall be brought for commission or for remuneration for services in connection with a trade in real estate unless at the time of rendering the services the person bringing the action was licensed as an agent or exempt from the licensing provisions of this Act.

(2) The court may stay an action referred to in subsection (1) at any time on summary application.

(R.S.A. 1955, c. 279, s. 21)

Recovery of
commission

22. No action shall be brought to charge a person by commission or otherwise for services rendered in connection with the sale of land, tenements or hereditaments, or an interest therein, unless

- (a) the contract upon which recovery is sought in the action or some note or memorandum thereof is in writing signed by the party to be charged or by his agent lawfully authorized in writing, or
 - (b) the person sought to be charged
 - (i) has as a result of the services of an agent employed by him for the purpose effected a sale or lease of lands, tenements and hereditaments or any interest therein, and
 - (ii) has either executed a transfer or lease signed by all other necessary parties and delivered it to the purchaser, or has executed an agreement of sale of lands, tenements and hereditaments or an interest therein, signed by all necessary parties, entitling the purchaser to possession of the lands, tenements and hereditaments or any interest therein, as specified in the agreement, and has delivered the agreement to the purchaser.
- (R.S.A. 1955, c. 279, s. 22)

Regulation of Trading

Regulation
of trading

23. (1) Subject to subsection (2), no agent or salesman shall make a representation that he or another person

- (a) will re-sell or in any way guarantee or promise to re-sell real estate offered for sale by him,
- (b) will sell any of the purchaser's real estate, or
- (c) will procure a mortgage, extension of a mortgage, lease or extension of a lease.

(2) Subsection (1) does not apply in the case of a representation made under clause (b) or (c) of that subsection if at the time of making the representation the person making it delivers to the person to whom the representation is made a letter or photostatic copy thereof setting out the representation in clear language.

(R.S.A. 1962, c. 77, s. 23)

Trading in
real estate

24. (1) No agent or salesman shall trade in real estate until notified in writing by the Superintendent that he is licensed.

(2) A person who is not licensed as an agent or a salesman shall not directly or indirectly hold himself out as being an agent or salesman.

(R.S.A. 1955, c. 279, s. 24)

Names of
partners,
etc. on
letterheads

25. Unless otherwise directed by the Superintendent, a partnership and a corporation licensed as an agent shall publish the names of each person having an interest either directly or indirectly to the extent of not less than ten per cent in the capital of the partnership or corporation, on letterheads and circulars in which the name of the partnership or corporation appears.

(R.S.A. 1955, c. 279, s. 25)

- Advertising** 26. (1) When advertising to purchase, sell, exchange, or lease any real estate whatsoever an agent or salesman shall clearly indicate.
- (a) that he is the party advertising, and
 - (b) that he is a real estate agent or salesman, as the case may be.
- (2) A reference to the name of a salesman in the advertisement of an agent referred to in subsection (1) shall clearly indicate that the real estate agent is the employer of the salesman.
(R.S.A. 1962, c. 77, s. 26)
- Employment of salesman of another agent** 27. No agent shall
- (a) employ, permit or engage the salesman of another agent or an unlicensed salesman to trade in real estate, or
 - (b) pay commission or other remuneration to such a salesman.
(R.S.A. 1955, c. 279, s. 27)
- Commission** 28. No licensed agent or salesman shall pay a commission or other fee to an unlicensed person in consideration for furthering a trade in real estate.
(R.S.A. 1962, c. 77, s. 28)
- Purchase by agent** 29. No agent or salesman shall purchase for himself either directly or indirectly real estate listed with him for sale, nor shall he acquire any interest therein either directly or indirectly, until he has clearly disclosed to the listing owner complete details of his negotiations for the sale of the said property to another person.
(R.S.A. 1955, c. 279, s. 29)
- Duties of salesman** 30. No salesman
- (a) shall trade in real estate on behalf of an agent other than the agent who, according to the records of the Superintendent, is his employer, or
 - (b) is entitled to or may accept a commission or other remuneration for trading in real estate from a person except the agent who is licensed as his employer.
(R.S.A. 1955, c. 279, s. 30)
- Breach of contract** 31. No agent or salesman shall induce a party to contract for purchase and sale, or rental of real estate, to break the contract for the purpose of entering into a contract with another principal.
(R.S.A. 1955, c. 279, s. 31)
- Commission** 32. (1) No agent or salesman
- (a) shall request or enter into an arrangement for the payment to him of commission or other remuneration based on the difference between the price at which real estate is listed for sale and the actual sale price thereof, or
 - (b) may retain a commission or other remuneration computed on a basis referred to in clause (a).

(2) Commission or other remuneration payable to an agent in respect of the sale of real estate shall be on an agreed amount or percentage of the sale price.

(3) Where no agreement as to the amount of commission has been entered into, the rate of commission or other basis or amount of remuneration is that generally prevailing in the community where the real estate is situated.

(R.S.A. 1955, c. 279, s. 32)

Agreement
to list
real estate

33. (1) An agent or salesman immediately after the execution of an agreement to list with him real estate for sale, exchange, lease or rent shall deliver to the person who has signed the agreement a true copy thereof.

(2) No exclusive agreement to list real estate for sale, exchange, lease or rental with an agent or salesman is valid unless it is provided therein that the agreement expires on a date specified therein.

(3) Where an agent or salesman has secured from the owner of real estate a signed acceptance of an offer to sell, purchase, exchange, lease or rent such real estate, the agent or salesman shall deliver immediately a true copy of the acceptance to each of the parties to the contract or their legal representatives.

(R.S.A. 1955, c. 279, s. 33)

Offences, Etc.

Offences and
penalties

34. A person who

(a) contravenes a provision of this Act or of a regulation or

(b) omits, refuses or neglects to fulfil, perform, observe or carry out a duty or obligation created or imposed by this Act or a regulation,

is guilty of an offence and liable on summary conviction for each offence to a fine of not less than twenty dollars, and not more than five hundred dollars. (R.S.A. 1955, c. 279, s. 34)

Burden of
proof

35. In a prosecution under this Act where the accused pleads that at the time of the act or omission complained of he was the holder of a licence, the burden of proof is on the accused. (R.S.A. 1955, c. 279, s. 35)

Commence-
ment of
prosecution

36. A prosecution under this Act may not be commenced after two years from the date on which the offence is alleged to have been committed. (R.S.A. 1955, c. 279, s. 36)

Proceedings

37. (1) Without a fiat of the Minister, no action or proceeding shall be brought or taken against the Superintendent or Deputy Superintendent or an inspector or person employed by the Superintendent, for anything done or omitted in the performance or supposed performance of his duties under this Act or another Act that imposes duties on the Superintendent.

(2) The Superintendent may bring an action and institute proceedings in his name of office

(a) for the enforcement of this Act, or

(b) for the recovery of fees and fines payable under this Act. (R.S.A. 1955, c. 279, s. 37)

Statement
as evidence

38. A statement as to the licensing or non-licensing of a person under this Act, purporting to be certified by the Superintendent, is, without proof of the office or signature of the person certifying, receivable in evidence so far as relevant for all purposes in any action, proceeding or prosecution.

(R.S.A. 1955, c. 279, s. 38)

Inspectors

39. The Lieutenant Governor in Council may appoint inspectors and such other officers as are deemed necessary for the administration of this Act. (R.S.A. 1955, c. 279, s. 39)

Regulations

Regulations

40. For the purpose of carrying out the provisions of this Act according to their true intent and of supplying any deficiency therein, the Lieutenant Governor in Council may make regulations

(a) prescribing the amount and form of bonds to be furnished under this Act,

(b) prescribing

(i) the fees payable on applications for licences, and

(ii) any other fees in connection with the administration of this Act and the regulations,

(c) prescribing forms for use under this Act and the regulations,

(d) prescribing the practice and procedure upon an investigation under sections 15, 16, 17 and 18,

(e) providing for the examination of applicants for licences, and

(f) generally for the better carrying out of the provisions of this Act, and the more efficient administration thereof. (R.S.A. 1955, c. 279, s. 40; 1957, c. 77, s. 9)

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